Updated 1/6/06

FEDERAL PROJECT

July 6, 2005
Supersedes August 4, 2004

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

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

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

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

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

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

4. Include a Bid Guaranty. Acceptable forms are:

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

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

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

IN ADDITION, FOR FEDERAL AID PROJECTS:

6. Complete the DBE Proposed Utilization form in the proper amounts, and deliver to the Contracts section by 4:30 PM on bid opening day

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

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

January 30, 2004
Supercedes February 11, 2003

NOTICE

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

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes or Mike Babb at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via http://www.BIDX.com. For information on electronic bidding contract Larry Childs at Larry.Childs@maine.gov.

NOTICE

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

Bid Enclosed - Do Not Open
PIN:
Town:
Date of Bid Opening:
Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed
PIN:
Town:
Date of Bid Opening:
Name of Contractor:
This should not be much of a change for those of you who use Federal Express or similar services.

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

Bid Enclosed: Do Not Open
PIN:
Town:
Name of Contractor:

STATE OF MAINE DEPARTMENT OF TRANSPORTATION

Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT_____

_____, of the City/Town of _____and State of_____

as Principal, and _____as Surety, a

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

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

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

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

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

_____

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

Signed and sealed this_____day of _____20_____

WITNESS:

_____

_____

_____

WITNESS

_____

_____

_____

PRINCIPAL:

By_____

By:_____

By:_____

SURETY:

By_____

By:_____

Name of Local Agency: _____

SAMPLE

NOTICE

Bidders:

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

State of Maine
Department of Transportation

REQUEST FOR INFORMATION

Date _____ Time _____

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

_____

_____

_____

_____

_____

_____

_____

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_____

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

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

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

Response:_____

_____

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_____

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_____

_____

Response By:_____ Date: _____

NOTICE

Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder must submit the Disadvantaged Business Enterprise Proposed Utilization form by close of Business (4:30 P.M.) on Bid day.

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 Civil Rights Office at (207) 624-3066.

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

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

The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. 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 2006 (October 1, 2005 through September 30, 2006), MaineDOT has established a DBE participation goal of 5% to be achieved through race/gender neutral means, with an additional 1.6% to be achieved through race/gender conscious contract goals.

Interested parties may view MaineDOT's DBE goal setting methodology for the next 30 days during normal business hours (8-4, M-F) at the Maine Department of Transportation, Office of Civil Rights, 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.

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

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

____ **Revision # _____**

MaineDOT CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION FORM

Low Bidder must furnish this form to Contracts Section Bid Opening day.

Contractor: _____ **Telephone: _____**

Prepared by:_____ **Fax: _____**

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

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

TOTAL DBE _____ % PARTICIPATION FOR THIS PROJECT

WBE•	DBE•	Firm Name	Unit/Item Cost	Unit #	Description of Work & Item Number	Actual $ Value
					Total ›	

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 _____

- **WBEs are non-minority women owned firms certified by MaineDOT**
- **DBEs are male and minority owned firms certified by MaineDOT**

For a complete list of certified firms go to http://www.state.me.us/mdot/disadvantaged-business-enterprises/dbe-home.php

Rev. 12/23/05

MaineDOT's

CIVIL RIGHTS OFFICE

To search for a specific work item, click on the binoculars, type in the word you want to search for and click on find. To go to the next selected item, click on the binoculars with the arrow.

MAINE DEPARTMENT OF TRANSPORTATION

CERTIFIED DISADVANTAGED AND WOMEN BUSINESS ENTERPRISE

DECEMBER 2005

Information is updated on an ongoing basis and can be retrieved by visiting our Website:
www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php

State of Maine

VENDOR FORM

For New Vendors & for Updates on Current Vendors

Special Instructions:

PLEASE PRINT CLEARLY

Return this form to:

*** = MUST BE COMPLETED TO PROCESS**

ONLY ONE NAME/VENDOR PER FORM

New Vendor	Address Change	Multi Address	Name Change	Contact Update	ID # Change

Social Security Number*
Individual or Sole Proprietor

S

Business name in "DBA" field below.

OR

Please fill in ONE.

Federal Taxpayer ID Number*
Corporation

E

Business name in "Name" field below.

This form will affect all transactions with ALL state agencies.

NEW:*	**OLD:**
Remit to Address: Individual or Business Name.	Old number:
Name*	Name
DBA or C/O	DBA or C/O
Address*	Address
Tel #*	Tel #

	Is this the same name on your Social Security card?	Acct #	
	If not, have you told Social Security about your name change?	Provider #	

Signature*

Contact Name

Print Name or Title

Accounts Receivable Contact Name

Date* (within 3 months)

Phone # if Different or for Contact Info

Vendor Indicators: Enter Y (Yes) For All Categories Listed Below That Apply To This Vendor

Dealer:		Manufacturer:		Factory Rep:	
Jobber:		Retailer:		Commodity:	
Individual:		Partnership:		Incorporated:	
Minority:		Small Business:		In-State:	

Information on State Agency Submitting Vendor Form

State Agency* & SHS #

Contact Person Name & Title*

Telephone #*

Send to: Maine Department of Transportation/ Contracts 16 SHS, Augusta, ME 04333-0014 Attn: Pat Brown

May-04

INSTRUCTIONS FOR COMPLETING VENDOR FORM

1. **Print Clearly**
2. **All sections marked with an * must be completed for processing**
3. **Send completed form to requesting State agency OR remit to address at bottom of form.**
4. **Do NOT send by Fax. Only originals will be accepted.**

FIELDS	**INFORMATION NEEDED FOR FIELD**
Special Instructions	*Instructions to Vendor from Agency requesting information.*
Return to	*The location of agency where the form is to be mailed back to. If none use address at bottom of form.*
Boxes above SSN/EIN Fields	Please check mark all that apply to the vendor. If other, please specify. If it's a new vendor only one will apply: "New Vendor"
Social Security Number	Individuals, individuals "doing business as", and individuals without a Federal Taxpayer ID #. Use if not using EIN
Federal Taxpayer ID Number*	Businesses or professionals providing services. (ID # needs to be use for REMITTANCE purposes.) Use if not using SSN
New	Current Information
Old	Old information (If another ID# had been used please put it next to "OLD")
Name	Individual's Name or Business Name. ONLY ONE name per a form.
DBA or C/O	"Doing business as" or "In Care Of"
Address	REMITTANCE ADDRESS - Street Address OR PO Box (one or the other)
Tel #	Phone Number of individual or business
Signature	Individual or authorized representative of individual or authorized representative of the business
Date	Current Date (no more than 3 months old)
Contact Name	Contact person at business
Accounts Receivable Contact Name	Contact person at business for accounts receivables.
Phone #	Phone for Act Rec Contact
Vendor Indicators	Indicate all that apply for the vendor, as needed
Agency Info	For Agency personnel submitting the form. Contact info incase of questions.

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 Bridge Replacement in the town of **MEDWAY**" 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 March 28, 2007, and at that time and place publicly opened and read. Bids will be accepted from contractors prequalified by the Department of Transportation for **Bridge projects**. All other Bids may be rejected. **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. BR-1008(600)X, PIN 010086.00 & 010086.10

Location: In Penobscot County, project is located on Route 116, 1 mile south west Junction route 157.

Scope of Work: Penobscot Bridge replacement over west branch Penobscot River on route 116 and other incidental work.

The basis of award will be section 0001, 0002, and the selected foundation alternate.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at http://www.state.me.us/mdot/project/design/homepg.htm 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 Ben Foster** 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 (207)624-3007.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Presque Isle. 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 ($59.50 by mail). Half size plans $27.00 ($30.25 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 $130,000.00 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.state.me.us/mdot/project/design/homepg.htm

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

Augusta, Maine
March 7, 2007

JOHN E. DORITY
CHIEF ENGINEER

MEDWAY
010086.00 & 010086.10
August 3, 2004
Supercedes March 17, 2004

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

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

Amendment Number	Date

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

CONTRACTOR

_____
Date

_____
Signature of authorized representative

_____
(Name and Title Printed)

CONTRACT ID: 010086.00 PROJECT(S): BR-1008(600)X
010086.10

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
SECTION 0001						
0010	202.19 REMOVING EXISTING BRIDGE	LUMP	LUMP			
0020	203.20 COMMON EXCAVATION	1000.000 M3				
0030	203.21 ROCK EXCAVATION	25.000 M3				
0040	203.24 COMMON BORROW	3200.000 M3				
0050	203.25 GRANULAR BORROW	530.000 M3				
0060	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	230.000 M3				
0070	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	1550.000 M3				
0080	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	15.000 MG				
0090	403.210 HOT MIX ASPHALT 9.5 MM NOMINAL MAX SIZE	450.000 MG				
0100	403.213 HOT MIX ASPHALT 12.5 MM, BASE	315.000 MG				

CONTRACT ID: 010086.00 PROJECT(S): BR-1008(600)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0110	409.15 BITUMINOUS TACK COAT APPLIED	740.000 L				
0120	502.219 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	LUMP	LUMP			
0130	502.239 STRUCTURAL CONCRETE PIERS	LUMP	LUMP			
0140	502.249 STRUCTURAL CONCRETE PIERS (PLACED UNDER WATER)	LUMP	LUMP			
0150	502.26 STRUCTURAL CONCRETE ROADWAY AND SIDEWALK SLABS ON STEEL BRIDGES	LUMP	LUMP			
0160	502.31 STRUCTURAL CONCRETE APPROACH SLABS	LUMP	LUMP			
0170	502.49 STRUCTURAL CONCRETE CURBS AND SIDEWALKS	LUMP	LUMP			
0180	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	20200.000 KG				
0190	503.13 REINFORCING STEEL, PLACING	20200.000 KG				
0200	503.24 MMFX 2 REINFORCING STEEL, FABRICATED & DELIVERED	5750.000 KG				

CONTRACT ID: 010086.00 PROJECT(S): BR-1008(600)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0210	503.25 MMFX 2 REINFORCING STEEL, PLACING	5750.000 KG				
0220	504.71 STRUCTURAL STEEL ERECTION	LUMP	LUMP			
0230	505.08 SHEAR CONNECTORS	LUMP	LUMP			
0240	507.0811 STEEL BRIDGE RAILING, 2 BAR	LUMP	LUMP			
0250	507.0821 STEEL BRIDGE RAILING, 3 BAR	LUMP	LUMP			
0260	508.14 HIGH PERFORMANCE WATERPROOFING MEMBRANE	LUMP	LUMP			
0270	510.10 SPECIAL DETOUR_____(M) ROADWAY WIDTH VEHICULAR & PEDESTRIAN TRAFFIC NOT SEPARATED	LUMP	LUMP			
0280	511.07 COFFERDAM: EXISTING PIER NO. 1	LUMP	LUMP			
0290	511.07 COFFERDAM: NEW PIER NO. 1	LUMP	LUMP			
0300	511.07 COFFERDAM: NEW PIER NO. 2	LUMP	LUMP			

CONTRACT ID: 010086.00 PROJECT(S): BR-1008(600)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0310	514.06 CURING BOX FOR CONCRETE CYLINDERS	1.000 EA				
0320	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP	LUMP			
0330	520.21 EXPANSION DEVICE - GLAND SEAL	1.000 EA				
0340	520.22 EXPANSION DEVICE - COMPRESSION SEAL	1.000 EA				
0350	523.52 BEARING INSTALLATION	20.000 EA				
0360	523.5401 LAMINATED ELASTOMERIC BEARINGS, FIXED	5.000 EA				
0370	523.5402 LAMINATED ELASTOMERIC BEARINGS, EXPANSION	15.000 EA				
0380	526.34 PERMANENT CONCRETE TRANSITION BARRIER	4.000 EA				
0390	534.30 PRECAST STRUCTURAL CONCRETE (TIE- BACKS AND DEADMEN)	LUMP	LUMP			
0400	603.17 450 MM CULVERT PIPE OPTION I	31.000 M				

CONTRACT ID: 010086.00 PROJECT(S): BR-1008(600)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0410	605.09 150 MM UNDERDRAIN TYPE B	145.000 M				
0420	606.1721 BRIDGE TRANSITION - TYPE 1	4.000 EA				
0430	606.23 GUARDRAIL TYPE 3C - SINGLE RAIL	113.000 M				
0440	606.232 GUARDRAIL TYPE 3C - OVER 4.5 M RADIUS	8.000 M				
0450	606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	1.000 EA				
0460	606.35 GUARDRAIL DELINEATOR POST	2.000 EA				
0470	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	8.000 EA				
0480	606.79 GUARDRAIL 350 FLARED TERMINAL	3.000 EA				
0490	609.31 CURB TYPE 3	50.000 M				
0500	610.08 PLAIN RIPRAP	1150.000 M3				
0510	613.319 EROSION CONTROL BLANKET	55.000 M2				

CONTRACT ID: 010086.00 PROJECT(S): BR-1008(600)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0520	615.07 LOAM	80.000 M3				
0530	618.1401 SEEDING METHOD NUMBER 2 - PLAN QUANTITY	16.000 UN				
0540	619.1201 MULCH - PLAN QUANTITY	16.000 UN				
0550	619.1401 EROSION CONTROL MIX	155.000 M3				
0560	620.58 EROSION CONTROL GEOTEXTILE	1500.000 M2				
0570	626.21 METALLIC CONDUIT	20.000 M				
0580	626.22 NON-METALLIC CONDUIT	165.000 M				
0590	626.32 600 MM FOUNDATION	2.000 EA				
0600	626.35 CONTROLLER CABINET FOUNDATION	1.000 EA				
0610	627.711 WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE (PLAN QUANTITY)	930.000 M				
0620	629.05 HAND LABOR, STRAIGHT TIME	40.000 HR				

CONTRACT ID: 010086.00 PROJECT(S): BR-1008(600)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0630	631.121 HEAVY DUTY ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	25.000 HR				
0640	631.15 ROLLER, EARTH AND BASE COURSE (INCLUDING OPERATOR)	30.000 HR				
0650	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	25.000 HR				
0660	634.16 HIGHWAY LIGHTING	LUMP	LUMP			
0670	634.21 CONVENTIONAL LIGHT STANDARD	4.000 EA				
0680	635.14 PREFABRICATED CONCRETE MODULAR GRAVITY WALL	50.000 M2				
0690	637.071 DUST CONTROL	LUMP	LUMP			
0700	639.18 FIELD OFFICE TYPE A	1.000 EA				
0710	652.38 FLAGGER	300.000 HR				
0720	652.39 WORK ZONE TRAFFIC CONTROL	LUMP	LUMP			
0730	652.41 PORTABLE - CHANGEABLE MESSAGE SIGN	4.000 EA				

CONTRACT ID: 010086.00 PROJECT(S): BR-1008(600)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0740	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0750	659.10 MOBILIZATION	LUMP	LUMP			
0760	660.21 ON-THE-JOB TRAINING (BID)	1000.000 HR				
	SECTION 0001 TOTAL					.

SECTION 0002

0900	504.702 STRUCTURAL STEEL FABRICATED AND DELIVERED, WELDED PIN 10086.10	LUMP	LUMP			
	SECTION 0002 TOTAL					.

SECTION 0003
ALT GROUP AP1

0770	501.231 DYNAMIC LOADING TEST	2.000 EA				
0780	501.50 STEEL H-BEAM PILES 132 KG/M, DELIVERED	126.000 M				
0790	501.501 STEEL H-BEAM PILES 132 KG/M, IN PLACE	114.000 M				

CONTRACT ID: 010086.00 PROJECT(S): BR-1008(600)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0800	501.90 PILE TIPS	10.000 EA				
0810	501.91 PILE SPLICES	10.000 EA				
0820	501.92 PILE DRIVING EQUIPMENT MOBILIZATION	LUMP	LUMP			
	SECTION 0003 TOTAL					.

SECTION 0004
ALT GROUP AP2

0830	501.38 STEEL H-BEAM PILES 62 KG/M, DELIVERED	30.000 M				
0840	501.382 ROCK-SOCKETED STEEL H-BEAM PILES 62 KG/M, IN-PLACE	30.000 M				
0850	501.70 STEEL PIPE PILES, DELIVERED	126.000 M				
0860	501.701 STEEL PIPE PILES, IN PLACE	114.000 M				
0870	501.90 PILE TIPS	10.000 EA				
0880	501.91 PILE SPLICES	10.000 EA				

CONTRACT ID: 010086.00 PROJECT(S): BR-1008(600)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0890	501.92 PILE DRIVING EQUIPMENT MOBILIZATION	LUMP	LUMP			
	SECTION 0004 TOTAL					
	TOTAL BID					

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN **010086.00 & 010086.10**, for the **Penobscot River Bridge Replacement** in the town of **Medway**, County of **Penobscot**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **December 15, 2008.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price.

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

Section 0001 $_____

Section 0002 $_____

Section 0003 $_____

Section 0004 $_____

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

D. Contract.

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

E. Certifications.

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **PIN 010086.00 & 010086.10 Penobscot River Bridge Replacement in the town of Medway**, 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 by 4:30pm on the day of bid opening to the Contracts Engineer.

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

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

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

CONTRACTOR

_____	_____
Date	(Signature of Legally Authorized Representative of the Contractor)
_____	_____
Witness	(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (see checked boxes):

Section 0001 ❑
Section 0002 ❑
Section 0003 ❑
Section 0004 ❑

Contract Amount: _____

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

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	By: David A. Cole, Commissioner
_____	
Witness	

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN **010086.00 & 010086.10**, for the **Penobscot River Bridge Replacement** in the town of **Medway**, County of **Penobscot**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **December 15, 2008.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price.

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

Section 0001 $_____

Section 0002 $_____

Section 0003 $_____

Section 0004 $_____

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

D. Contract.

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

E. Certifications.

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **PIN 010086.00 & 010086.10 Penobscot River Bridge Replacement in the town of Medway**, 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 by 4:30pm on the day of bid opening to the Contracts Engineer.

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

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

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

CONTRACTOR

_____	_____
Date	(Signature of Legally Authorized Representative of the Contractor)
_____	_____
Witness	(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (see checked boxes):

Section 0001 ❑
Section 0002 ❑
Section 0003 ❑
Section 0004 ❑

Contract Amount: _____

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

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	By: David A. Cole, Commissioner
_____	
Witness	

CONTRACT AGREEMENT, OFFER & AWARD

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

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

SAMPLE

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **1224.00**, for the **Hot Mix Asphalt Overlay** in the town/city of **West Eastport**, 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**, 2003**.** 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.

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.

SAMPLE

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 West Eastport, 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 on the date specified in the Engineer's "Notice to Commence 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 by 4:30pm on the day of bid opening to the Contracts Engineer.

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

SAMPLE

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

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

CONTRACTOR

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

SAMPLE

G. Award.

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

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	By: David A. Cole, Commissioner

_____

(Witness)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

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

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

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

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

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

SAMPLE

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

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

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

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

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

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

SAMPLE

SPECIAL PROVISION 105
CONSTRUCTION AREA

A Construction Area located in the **Town of Medway** 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 Station 1+010.000 and ending at Station 1+320.000.

(b) (State Route 116) from Station 1+010.000 to Station 1+320.000 of the construction 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

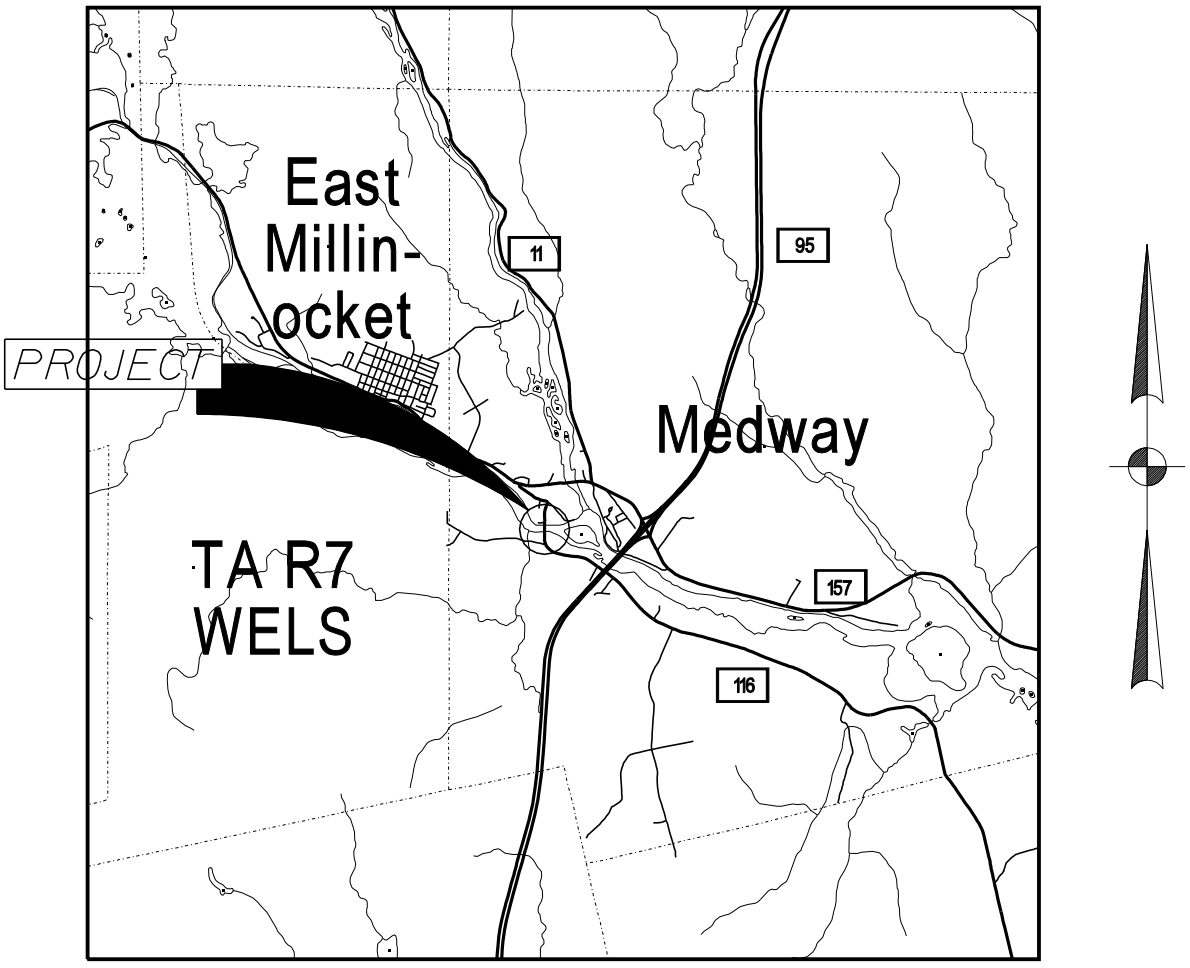
D. For construction areas, carries no fee and does not come within the scope of this section."

The Municipal Officers for the **Town of Medway** 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.

BR-1008(600)X
PROJECT LENGTH 0.310 km
BRIDGE REPLACEMENT
BRIDGE NO. 3009



LOCATION MAP

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

Geotechnical Information pertaining to this project has been collected and assembled. Bidders and Contractors are obligated to examine and, if necessary, obtain geotechnical information. Geotechnical Information is available at the Maine Department of Transportation office on Child Street, Augusta, Maine. Geotechnical Information will be provided to interested parties who request this information. Requests for this information should be directed to the Project Manager as outlined in the "Notice to Contractors".

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

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

General Decision Number: ME070007 02/09/2007 ME7

Superseded General Decision Number: ME20030007

State: Maine

Construction Type: Heavy

County: Penobscot County in Maine.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/09/2007

* ENGI0004-014 04/01/2006

	Rates	Fringes
Power equipment operators:		
Graders	$ 17.33	7.80
Pavers	$ 17.33	7.80

SUME2000-006 10/24/2000

	Rates	Fringes
Cement Mason/Finisher	$ 12.09	.50
Laborers:		
Fence Erectors	$ 16.77	.33
Rakers	$ 13.11	2.25
Unskilled	$ 11.07	1.38
Power equipment operators:		
Backhoes	$ 14.59	3.33
Excavators	$ 12.24	.88
Loaders	$ 12.49	1.93
Rollers	$ 15.10	3.15
Truck drivers:		
Dump	$ 8.97	1.18
Tri axle	$ 10.05	.56

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

==========

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

In the listing above, the "SU" designation means that rates

listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

==========

END OF GENERAL DECISION

Town: Medway, Penobscot Bridge
Project: BR-1008(600)X, 10086.00
Date: February 22, 2007

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 the utility 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 in the area.

Overview:

Summary of Utilities Involved:

Utility/Railroad	Aerial	Underground
Verizon	X	
Bangor Hydro-Electric	X	
Houlton CATV	X	
Great Lakes Hydro	X	

Verizon contact person is Dave Leavitte 990-5239 david.g.leavitt@verizon.com
Bangor Hydro contact is Bruce Smith (207)973-2507 bsmith@bhe.com
Houlton CATV contact is Dana Williamson 532-2579 c-694-0421 dwilliamson@pwless.net
MDOT Utilities Catherine Small 624-3451 c-557-1662 catherine.small@maine.gov
Off Roads Vehicle Div.(ITS Trails) Scott Ramsey 287-4956 Scott.Ramsay@maine.gov
Or Local ITS Representative – David Violett c-447-1422
Great Lakes Hydro Brian Stetson 723-4341 Brian.Stetson@Brookfieldpower.com

SPECIAL NOTES TO CONTRACTOR

All Clearing and tree removal in areas where utilities are involved must be finished by the Contractor before the utilities can complete their work. **The contractor shall complete clearing after the Utility Preconstruction Meeting has been held.** Utilities would like to complete all installations and transfers before spring.

The contractor shall notify all utilities when clearing has been completed.

Bangor Hydro requires a 3 week notification for their work. Bangor Hydro will install a new three pole structure on the east side of the bridge, on the same side as the current power line, but further away from the bridge. They will remove the aerial line at station 1+248 over the north approach. Temporary lines shall be installed around north approach (See Utility Plan). Bangor Hydro shall be responsible for minimal clearing on Carroll Stanley's property within the temporary construction limits. The Contractor shall be responsible for all other clearing on

the project. All proposed guy wires and pole structures shall have access for maintenance by utilities after riprap placement.

Houlton CATV requires 1 week notification. Transfer of cable will take one week to complete.

Verizon requires 30 work days to complete replacement of the telephone cable

Great Lakes Hydro has aerial lines in the detour area. No utility moves are expected.

Temporary utility adjustments are not anticipated.

Unless otherwise specified, any underground utility facilities shown in the project documents represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data.

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

Utilities have been notified and will be furnished a project specification book. If utility relocations, though unexpected, become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the work by the Contractor.

DIG SAFE

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

SAFE PRACTICES AROUND UTILITY FACILITIES

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

THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGL

SPECIAL PROVISION
SECTION 104
GENERAL RIGHTS & RESPONSIBILITIES
(Bridge Closure Notification)

Section 104, General Rights and Responsibilities, of the Standard Specifications is amended as follows:

104.4.10 Coordination of Bridge Closure/Bridge Width Restriction Notification: Paragraphs 4 and 5 are revised to read as follows:

The Contractor shall notify the following public officials, agencies and organizations approximately thirty days prior to, and then again both ten days before and the day before, of the date of the beginning of the closure. The thirty day notice should provide an approximate date and length of closure whereas the ten and one day notices should provide the exact date and the anticipated length of the closure. When the bridge is reopened to traffic, the following list will again be notified. The Contractor shall provide the Department with documentation that the listed public officials, agencies and organizations received the notification at least 10 days prior to the closure/restriction or with proof that the notification was mailed 15 days prior to the closure/restriction.

Town Officials (Manager or First Selectperson)
County Sheriff's Department
Fire Department
Police Department
State Police
Rescue Service
School Department
Post Office
Chamber of Commerce
Any Large Employers
MDOT Maintenance Regional Office (7642060)
Department of Motor Vehicles – Commercial Vehicle Center (626-8630)

All newspaper notices, radio announcements and any notifications will be subject to the approval of the Engineer and all costs will be considered incidental to the Contract.

Under Section 104.4.10 Coordination of Bridge Closure/Bridge Width Restriction Notification, and the following:

A minimum of five days prior to the closure the Contractor shall provide notification to motorists (in both travel directions) using portable message sign(s), in accordance with Section 652 of the Standard Specifications. Use of portable message sign(s) for motorist notification shall be considered incidental to the Contract.

December 10, 2004
Supercedes February 7, 1996

SPECIAL PROVISION 105
OVERLIMIT PERMITS

Title 29-A § 2382 MRSA Overlimit Movement Permits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Medway
BR 1008(600)X
November 2, 2006

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

The first formula under Item H under Subsection 106.7.1, Standard Deviation Method, of the 2002 Revision of the Standard Specifications is deleted and replaced with the following. This formula shall apply to structural concrete, only:

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

SPECIAL PROVISION
SECTION 107
PROSECUTION AND PROGRESS
(Contract Time)

The specified contract completion date is December 15, 2008.

Medway
BR-1008(600)X
December 28, 2006

SPECIAL PROVISION
SECTION 107
TIME
(Limitation of Operations & Supplemental Liquidated Damages)

The bridge may be closed to traffic during construction and traffic routed onto the detour. The contractor shall conduct their operation in such a manner that the bridges and approaches shall be open to traffic on or before September 1, 2008. The contractor will be assessed supplemental liquidated damages at the rate of One Thousand Dollars ($1000.00) per day for each day that the lane remains closed to traffic after the aforementioned date. This assessment of supplemental liquidated damages will be in addition to the liquidated damages specified in Section 107 of the Standard Specifications.

Lane closures with alternating traffic may be used after September 1, 2008 to complete the work without penalty.

SPECIAL PROVISION
SECTION 107
TIME
(Supplemental Liquidated Damages for Fabrication Time)

107.8.1 Fabrication Time.

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

Element	Time	Supplemental LD
1) Precast Concrete Deck Panels	28 calendar days	$500 per calendar day
2) Structural Steel	119 calendar days	$500 per calendar day

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

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

Inspection is required for the following activities:
For metal fabrication work - welding, including tack welding, heat correcting, non-destructive examination, assembly verification, protective coating application.

For concrete work – tensioning of strands, batching and casting of concrete, breaking of test cylinders, de-tensioning.

SPECIAL PROVISION
SECTION 107
TIME

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

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

MEDWAY-10086.00
PENOBSCOT BRIDGE (3009)
REPLACEMENT
WEST BRANCH PENOBSCOT RIVER
17 JANUARY 2007

SPECIAL PROVISION
SECTION 203
EXCAVATION AND EMBANKMENT
(Dredge Materials)

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

The Dredge Material from the Penobscot Bridge site contains less than 15% fines (material passing the # 200 sieve) and, provided it is used on the site of generation, is exempt from Beneficial Use Permits. The anticipated Dredge Material Quantity is 328-cubic yards.

CONSTRUCTION REQUIREMENTS

Management: The contractor shall Beneficially Use all Dredge Materials excavated at the Penobscot Bridge Project as Construction Fill at the Project site and in the West Branch Penobscot River drainage.

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 403
HOT MIX ASPHALT

Desc. Of Course	Grad Design.	Item Number	Bit Cont. % of Mix	Total Thick	No. Of Layers	Comp. Notes
Bridge Deck						
Wearing	9.5 mm	403.210	N/A	75 mm	2	2,4,8
Bridge Approaches Mainline & Shoulders						
Wearing	9.5 mm	403.210	N/A	35 mm	1	4,8,11,14
Base	12.5 mm	403.213	N/A	65 mm	1/more	4,8,14
Sidewalks, Drives, Islands & Incidentals						
Wearing	9.5 mm	403.209	N/A	50 mm	2/more	2,3,9,13

COMPLEMENTARY NOTES

2. The density requirements are waived.
3. The design traffic level for mix placed shall be <0.3 million ESALS.
4. The design traffic level for mix placed shall be 0.3 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations.**
8. Section 106.6 Acceptance, (2) Method B.
9. Section 106.6 Acceptance, (2) Method C.
11. A mixture meeting the gradation of 12.5 mm hot mix asphalt may be used at the option of the contractor.
13. A mixture meeting the requirements of section 703.09 Grading 'D', with a minimum PGAB content of 6%, and the limits of Special Provision 401, Table 9 (Drives and Sidewalks) for PGAB content and gradation may be substituted for this item. A job mix formula shall be submitted to the department for approval.
14. Testing shall be Method 'B' for volumetrics and density. The density requirements for the shoulders shall be 92.5 to 97.5, or the same as the specified for the travel lane, ramps, and sideroads. The incentive / disincentive for density and volumetrics shall apply.

Tack Coat

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

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

SPECIAL PROVISION
SECTION 501
FOUNDATION PILES
(Rock-Socketed H-Pile Foundation, with Pipe Pile Encasement)
-Abutment Foundation Option 2-

501.01 Description. This work shall consist of providing material for and construction of a rock-socketed H-pile foundation with pipe pile encasement to top of rock, in accordance with Section 501 of the Standard Specifications, except as amended herein and as shown on the plans. Rock-socketed H-pile foundations, with pipe pile encasement shall be constructed as specified herein and shown on the plans, or as otherwise directed by the Resident.

501.02 Materials.

- 406-mm [16-in.] diameter pipe pile, with 9.5-mm [3/8-in.] wall thickness, ASTM A252, Grade 3, F_y = 310 MPa [45 ksi].
- HP250x62, ASTM A572, F_y = 345 MPa [50 ksi], with centralizers
- Class S concrete, maximum aggregate size of 6 mm [1/4 in.].

CONSTRUCTION

501.03 Equipment for Driving Piles. Replace with the following:

Advancing Pipe Pile. Pipe pile shall be advanced prior to construction of the rock-sockets. Pipe pile for this alternative shall be advanced by rotary spinning. The pipe pile shall be equipped with cutting teeth, constructed from carbide steel, or approved equal, capable of advancing the pipe through the embankment material shown on the boring logs and interpretive subsurface profile, including obstructions. Obstructions may include, but are not with to, cobbles, boulders, existing masonry and concrete foundations. The pipe pile advancement system shall be capable of seating the pipe pile into bedrock and providing a tight seal around the bedrock and the outside of pipe, as shown on the plans. The excavation and drilling equipment shall have adequate capacity including power, torque and down thrust to excavate a hole of both the diameter and to a depth of 20 percent beyond the depth indicated on the plans.

The material inside the pipe pile shall be excavated to the top of bedrock. When obstructions are encountered during pipe pile advancement or when the material encountered cannot be drilled using conventional earth augers with soil or rock teeth or drill buckets, the Contractor shall provide drilling equipment, including, but not limited to boulder breakers, bedrock core barrels, rotary percussion drills, down hole hammers, pneumatic rock tools, and other equipment as necessary to construct the excavation and advance the pile to the size and depth required, as approved by the Resident.

Construction of rock sockets. A bedrock socket shall be constructed to the dimensions shown on the plans. The rock socket shall be constructed using augers equipped with rock cutting teeth, drill buckets, or rotary percussion drilling methods, which are capable of preventing over-breakage of bedrock, while providing a planar, horizontal bottom. The equipment used to construct rock sockets shall be capable of constructing a socket twice the depth of that shown in the plans.

Cleaning of excavation. Prior to placing of the H-pile section and concrete, the inside of the pipe and rock socket shall be cleaned of all overburden material and drilled-rock to the limits shown on the plans, and as approved by the Resident. The methods used to clean the inside on the pipe and rock socket shall be subject to Department approval.

Concrete placement. Concrete placement in wet conditions shall be placed under a tremie-seal or pumped. Concrete placed in dry conditions may be placed using free-fall methods, as approved by the Resident.

Submittals. No later than 30 days prior to installing the rock-socketed pile foundations, the Contractor shall submit an installation plan for review and approval by the Department. This plan shall provide information on the following:

(1) list of proposed equipment to be used including drilling equipment, pipe pile cutting teeth, drills, augers, buckets, rock coring equipment, down hole rock hammers, final cleaning equipment, tremmies or concrete pumps, etc;
(2) details of overall construction operation sequence;
(3) details of excavation methods in soils and rock
(4) details of methods of removing and clearing any obstructions;
(5) details of methods to clean rock-sockets and bearing surface;
(6) details of concrete placement.

All procedural approvals given by the Department shall be subject to trial in the field and shall not relieve the Contractor of the responsibility to satisfactorily complete the work as detailed in the plans and specifications.

Failure by the Contractor to demonstrate adequate methods and equipment shall be reason for the Department to require alterations in equipment and/or method by the Contractor to eliminate unsatisfactory results. Any altered methods or construction equipment shall be at the Contractors expense.

The Contractor shall perform the excavations required for pile rock sockets as shown on the plans, through whatever materials are encountered, to the dimensions and elevations shown on the plans or otherwise required by the specifications and special provisions. The Contractor's methods and equipment shall be suitable for the intended purpose and materials encountered. Blasting shall not be permitted.

501.04 Driving Procedures and Tolerances. Replace with the following:

501.04 Pipe Pile Placement

The ground surface shall be brought to the bottom of the footing elevation prior to installing piles. Pipe pile shall be installed using rotary methods, and as included in the approved installation plan, as discussed above. Material from within the pipe pile shall be removed in accordance with this specification, and as included in the approved installation plan, as discussed above. The pipe pile shall be seated a minimum distance into bedrock, as shown on the plans, or as required to achieve an effective seal around the outside of the pipe and bedrock. The seal shall be sufficient to keep

overburden material and water from infiltrating the excavation. Additional time and material required to achieve an effective seal between the pipe and bedrock shall be considered incidental.

Obstructions encountered during pipe pile advancement and/or cleaning shall be cleared as discussed above, and as included in the Contractor's installation plan. Obstruction clearing procedures and/or tools shall be employed by the Contractor after the pipe pile cannot be advanced/cleaned using conventional augers fitted with soil or rock teeth, or drilling buckets, as determined by the Resident. Such obstruction clearing procedures/tools may include but are not limited to: chisels, boulder breakers, down hole hammers, bedrock core barrels, rotary percussion drills, pneumatic tools, etc.

501.04.1 Rock Socket Construction

After pipe piles have been cleaned out to the top of the bedrock. The rock socket shall be constructed in accordance with this specification, and as included in the approved installation plan, as discussed above. The rock socket excavation shall extend into bedrock as an uncased or cased rock socket of the length and diameter shown on the plans. If determined by the Resident, that the bedrock encountered is unsuitable for the foundation loading, the Contractor shall excavate a rock socket up to 2 times the depth shown on the plans. Care shall be taken to prevent disturbance of the pile/bedrock seal. Overbreakage of the rock surface shall be avoided. The rock socket shall be constructed so as to have a horizontal, planar bottom.

501.04.2 Excavation and Drilling Tools

Excavated materials which are removed from pipe and socket excavations shall be disposed of by the Contractor in accordance with the applicable specifications for disposal of excavated materials.

Drilling tools which are lost in the excavation shall not be considered obstructions and shall be promptly removed by the Contractor without compensation. All costs due to lost tool removal shall be borne by the Contractor.

501.04.3 Alignment and Tolerances

The Contractor shall provide access and equipment for checking the alignment of the pipe pile and for checking the dimension, alignment and cleanliness of the rock socket. Final pile and socket depths shall be measured with suitable weighted tape or other approved methods after final cleaning. A minimum of 50 percent of the base of each socket shall have less than 13 mm [½-inch] of sediment at the time of placement of the concrete. Socket cleanliness shall be demonstrated by the Contractor to the satisfaction of the Resident. Concrete and other fill placement shall not begin until the Resident's approval has been obtained.

The following construction tolerances apply: (a) the pile shall be within 50 mm [2 inches] of the plan position in the horizontal plane at the plan elevation for the top to the pile. Pulling of piles into position will not be permitted. (b) Vertical alignment of a pipe shall not vary from the plan alignment by more that 21 mm per meter of depth [¼-inch per foot of depth]. (c) The rock socket shall be excavated to the depth shown on the plans. The diameter of the rock socket shall not be less than 375 mm [14.75 inches] and shall not exceed 406 mm [16 inches].

501.04.4 H-pile Placement.

H-pile shall be placed prior to concrete placement. H-pile shall be placed to the lines and dimensions shown on the plans. The H-pile shall be centered in the rock socket and pipe pile using centralizers. Centralizers shall be approved by the Resident. Payment for centralizers shall be considered incidental.

501.04.5 Concrete Placement.

Concrete placement shall be continuous from the bottom of the rock socket to the elevation shown on the plans. The use of a water-reducing admixture is permissible to provide a workable mix that will surround the piles without the use of vibrators. Actual slump shall be 180 mm [7 inches] maximum, with water-reducing admixture. Concrete in the wet shall be placed by a tremmie or concrete pump. The free fall placement shall only be permitted in dry holes. Concrete placed by tremmie or pump shall fall directly to the base without contacting either the HP shape pile or pipe pile side-wall. Drop chutes may be used to direct the concrete in free fall placement.

Tremmies may be used for concrete placement. The tremmie inside diameter shall be at least 6 times the maximum size of the aggregate used in the concrete mix but shall be not less than 250 mm [10 inches]. Tremmies may be used for underwater concrete placement in wet sockets, if approved by the Resident in writing. In such a case, the concrete placement shall be watertight. The flow of concrete shall be continuous. The concrete in the tremmie shall be maintained at a positive pressure differential at all times to prevent water intrusion into the concrete. If at any time during the pour, the tremmie line orifice is removed from the fluid concrete column and discharges concrete above the rising concrete level, the socket shall be considered defected, and the cost of replacement of defective concrete shall be the responsibility of the Contractor.

The elapse time from the start of concrete placement to the completion of the placement, in a single socket, shall not exceed 2 hours. All admixtures, if approved for use, shall be adjusted for the conditions encountered on the job so that the concrete remains in a workable plastic state throughout the placement. Prior to concrete placement, the Contractor shall provide test results of both a trial mix and a slump test, which shall be conducted using concrete and ambient temperatures appropriate for the site conditions.

501.09 Splicing Piles. The following section is amended as follows:

Splicing of H-pile sections for rock-socketed pile foundation shall not be permitted. Pipe piles shall be spliced in accordance with the Standard Specifications.

COMPENSATION

501.11 Method of Measurement. The following section is amended as follows:

a) Piles Furnished. Furnishing of piles for rock-socketed pile foundations shall be as outlined in Section 501 of the Standard Specifications.

b) Piles in Place. Method of measurement for constructing rock-socketed pile foundation as described in this Section shall be measured by the linear meter [linear foot] of piles in place. Method

of measurement shall include all materials, excavation, construction methods, mobilization of equipment, and incidentals necessary to complete the work, as described herein.

501.12 Basis of Payment. The following section is amended as follows:

a) Piles furnished. Furnishing of piles for rock-socketed pile foundation shall be as specified herein.

b) Piles in Place.
Pipe piles: Payment for pipe piles in place shall consider the advancement of pipe through overburden, clearing of any obstructions, and cleaning all of pipe piles to the top of bedrock. Compensation shall include concrete, all material, excavation, construction methods, mobilization of equipment, and incidentals necessary to complete the work as specified herein. Piles in place shall be measured by the linear meter [linear foot] of piles in place.

H-piles: Payment for H-piles in place shall consider construction and excavation of rock sockets and cleaning of sockets to the depth shown on the plans, or as specified herein. Compensation shall include all material, excavation, construction methods, mobilization of equipment, and incidentals necessary to complete the work as specified herein.

c) Cutting teeth for pipe pile shall be considered under pile tips.

Payment shall be under:

Item		Unit
501.38	Steel H-beam Piles 62 kg/m, delivered	meter [Linear foot]
501.70	Steel Pipe Piles, delivered	meter [Linear foot]
501.382	Rock-Socketed Steel H-beam Piles 62 kg/m, in place	meter [Linear foot]
501.701	Steel Pipe Piles, in place	meter [Linear foot]
501.90	Pipe Pile Cutting Teeth (Pile Tips)	Each
501.91	Pile Splices	Each
501.92	Mobilization (Pile Driving Equipment Mobilization)	Lump Sum

March 8, 2004
Supersedes January 2, 2003

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Precast Deck Panels)

Description This work shall consist of casting, furnishing, and erecting prestressed structural concrete deck panels (hereafter called "precast deck panels") and all related materials as an optional stay-in-place forming system in accordance with the contract plans and specifications.

Construction Precast Deck Panels shall comply with Section 535 – Precast, Prestressed Concrete Superstructure.

Precast deck panels shall be manufactured in conformity with the following tolerances:

Depth of slab	- 3 mm, + 6 mm [-1/8 in, + 1/4 in]
Width of slab	-0, + 6 mm [-0, + 1/4 in]
Length of slab	± 6 mm [± 1/4 in]
Horizontal alignment	6 mm [1/4 in] (deviation from line parallel to centerline)
Squareness	13 mm [1/2 in] max. Difference in diagonal meas.
Vertical Position of Strand group	+0, - 6 mm [+0, -1/4 in] Meas. from bottom of slab
Vertical position of individual strands	± 6 mm [± 1/4 in]
Horizontal strand position	± 13 mm [± 1/2 in]
Strand Projection	-6mm, +19 mm [- 1/4 in, + 3/4 in]
Bowing	± 6 mm [± 1/4 in]
Threaded jack inserts	± 6 mm [± 1/4 in] longitudinally and transversely

Basis of Payment All work will be considered incidental to and included in Pay Item 502.26 Structural Concrete Roadway and Sidewalk Slab on Steel Bridges. Payment shall include full compensation for all materials wholly or partly in the precast deck panels and related materials or work required for the panel erected as shown on the plans. Related materials and work will include, but not limited to furnishing and installing temporary supports, including adhesive and grout bedding, reinforcing steel, welded wire fabric and cast-in-place concrete.

Medway
BR 1008(600)X
November 2, 2006

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Quality Level Analysis)

The second sentence of 502.01, Description, of the 2002 Revision of the Standard Specifications is deleted and replaced by the following:

For METHOD A Statistical Acceptance, or METHOD B Statistical Acceptance, the work shall conform to the Contractor's approved Quality Control (QC) Plan and Quality Assurance (QA) provisions, in accordance with these Specifications and the requirements of Section 106 - Quality.

TABLE 1, under Subsection 502.05, Composition and Proportioning, of the 2002 Revision of the Standard Specifications is deleted and replaced by 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	-----	-----	-----	-----	4	6	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

Subsection 502.0503, Quality Assurance METHOD B, of the 2002 Revision of the Standard Specifications is deleted and replaced by the following:

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

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

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

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

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

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

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

TABLE 3

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

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

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

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

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

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

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

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

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

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

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

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

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

C. The Contractor fails to follow the QC Plan

Paragraph E, under Subsection 502.18, Method of Measurement, of the 2002 Revision of the Standard Specifications is deleted and replaced by the following:

E. For the purposes of making pay adjustments under Method A, quantities of lots and sublots shall be determined as outlined under Section 502.0502 - Quality Assurance Method A, Section 502.0503- Quality Assurance Method B, and under Section 502.19 - Basis of Payment.

The first sentence in the seventh paragraph of Subsection 502.19, Basis of Payment, of the 2002 Revision of the Standard Specifications is deleted and replaced by the following:

Pay adjustments will be made only for cast-in-place concrete accepted under Method A and Method B.

Subsection 502.191, Pay Adjustment for Compressive Strength, of the 2002 Revision of the Standard Specifications is deleted and replaced by the following:

502.191 Pay Adjustment for Compressive Strength Compressive strength tests will be completed by the Department in accordance with AASHTO-T22 at 28 days.

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

If three consecutive tests fail to meet the below listed strength requirements, the Contractor shall submit remedial actions acceptable to the Department, at no additional cost. These remedial actions shall be taken until the source of the problem can be identified and corrected or new trial batches can be performed. When the average of three consecutive tests falls to less than 1.0 MPa [150 psi] above the specified strength or any single test more than 1.4 MPa [200 psi] below the specified strength, the Resident will notify the Contractor to make corrective changes in the materials, mix proportions, or in the concrete manufacturing procedures before placing additional concrete of the same class. Such changes shall be subject to the approval of the Resident.

Subsection 502.192, Pay Adjustment for Chloride Permeability, of the 2002 Revision of the Standard Specifications is deleted and replaced by the following:

502.192 Pay Adjustment for Chloride Permeability 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.

Subsection 502.193, Pay Adjustment for Air Content, of the 2002 Revision of the Standard Specifications is deleted and replaced by the following:

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

The following subsection is added to the 2002 Revision of the Standard Specifications:

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

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

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

Lot Pay Adjustment = P x CPF x Lot Size

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

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

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
A	502.219	Structural Concrete, Abutments and Retaining Walls	$500	A
A	502.239	Structural Concrete Piers	$500	A
S	502.249	Structural Concrete Piers (Placed Under Water)	$500	C
A	502.26	Structural Concrete Roadway and Sidewalk Slab on Steel Bridge	$500	A
A	502.31	Structural Concrete Approach Slabs		C
LP	502.49	Structural Concrete Curbs and Sidewalks	$600	A
LP	526.34	Permanent Concrete Transition Barrier	$600	A

P values listed above reflect the price per cubic meter (M^3) for all pay adjustment purposes.

Medway
BR-1008(600)X
December 4, 2006

SPECIAL PROVISION
SECTION 503
REINFORCING STEEL

Section 503.01 Description is modified to read:

This work shall consist of furnishing and placing reinforcement, either plain, epoxy-coated or MMFX 2, in accordance with these specifications and in conformance with the Plans, Supplemental Specifications and Special Provisions.

MMFX 2 steel bars as shown on the plans shall be as manufactured by MMFX Steel Corporation of America.

Section 503.04 Protection of Material, 1st sentence of the 1st paragraph is modified to read:

Reinforcement, either plain, epoxy-coated or MMFX 2, shall be stored on skids or other supports a minimum of 300 mm (12 in) above the ground surface and protected at all times from damage and surface contamination.

Section 503.06 Placing and Fastening, 6th paragraph is modified to include:

Tie wire for MMFX 2 reinforcement shall be soft annealed wire that has been nylon, epoxy, plastic coated or 16 gauge (or heavier) black-annealed ferrous metal wire.

Section 503.07 Splicing is modified to include:

Minimum Lap Splice Length (millimeters)*									
Bar Type	Bar Size								
	#10	#13	#16	#19	#22	#25	#29	#32	#36
MMFX 2	585	752	919	1086	1378	1795	2255	2880	3507

Minimum Lap Splice Length (inches)*									
Bar Type	Bar Size								
	#3	#4	#5	#6	#7	#8	#9	#10	#11
MMFX 2	24	30	37	44	55	72	90	114	139

* See Footnote 1 in Standard Specification Section 503.07.

Section 503.10 Method of Measurement, 1st sentence and 3rd paragraph, respectively, are modified to read:

Reinforcing, plain, epoxy-coated and MMFX 2, shall be measured by the computed number of kilograms [pounds] of steel reinforcement authorized.

For bars, plain, epoxy-coated and MMFX 2, weights will be computed in accordance with the following table.

Section 503.11 Basis of Payment is modified to include:

503.24	MMFX 2 Reinforcing Steel, Fabricated and Delivered	Kilogram [Pound]
503.25	MMFX 2 Reinforcing Steel, Placing	Kilogram [Pound]

SPECIAL PROVISION
SECTION 506
PROTECTIVE COATING - STEEL

506.01 Description. This work shall consist of preparation of steel surfaces and applying protective coating to steel substrate in accordance with the Plans and this Specification.

506.02 Materials. Materials shall comply with the requirements in the respective Subsections of Section 506.

506.03 Submittals. At least thirty days prior to the start of work, the Contractor shall submit for review by the Department, materials list, containment details, and other such details as described within the plans and the respective subsections of this specification. Work shall not commence until review of submittals is satisfactory.

The Contractor shall provide at least fourteen days notice prior to the start of work.

506.04 General Requirements. Requirements for the containment system or the type of protective coating to be furnished are as follows:

Galvanizing	Subsections 506.10 through 506.19
Zinc Rich Coating System	Subsections 506.20 through 506.29

506.05 Inspection. Quality Control (Q.C.) is the responsibility of the Contractor. The Quality Control Inspector (Q.C.I.) shall inspect all aspects of the work and shall supervise required testing. The Q.C.I. shall record measurements and test results in a Job Control Record (JCR). The Q.C.I. shall reject materials and workmanship that do not meet contract requirements. The Contractor may perform testing in addition to the minimum required. The results of all testing shall be documented and made available to the Quality Assurance Inspector (Q.A.I.).

The JCR shall include the following, as applicable:

- Type of application equipment
- Surface preparation - cleanliness and anchor profile
- Environmental conditions - dew point, relative humidity, temperature
- Coating lot number, date of manufacture and shelf life
- Manufacturer's certification of conformance
- Name(s) of applicator(s)
- Dry Film Thickness (DFT)
- Cure data

Quality Assurance (Q.A.) is the prerogative of the Resident. The Q.A.I. will ensure that the Q.C. Department is performing properly, verify documentation, periodically inspect workmanship and witness testing. Q.A. testing deemed necessary by the Resident in addition to the minimum testing requirements will be scheduled to minimize interference with the production schedule.

The Contractor shall have the most recent edition of the following references available at the job site when work is being done:

1. Steel Structures Painting Council's Steel Structures Painting Manual, Volumes 1 and 2 (Good Painting Practice and Systems and Specifications).
2. SSPC Vis 1, Visual Standard for Abrasive Blast Cleaned Steel

Test methods - Unless otherwise provided in this section, the following test methods shall be used:

Surface profile measured in accordance with ASTM Standard D4417 Method C (replica tape) and ASTM Standard D4417A (angularity profile)

Surface Cleanliness, SSPC Vis 1

Dry film thickness, SSPC PA-2

506.05.1 Inspector's Qualifications. Personnel who perform QC shall have sufficient training and experience to ensure compliance with requirements. Minimum qualifications shall be in accordance with industry standards or as stated in the specifications.

506.06 Inspector's Authority. The Q.A.I. will have the authority to reject material or workmanship that does not meet the contract requirements. The acceptance of material or workmanship by the Q.A.I. will not prevent subsequent rejection, if found unacceptable.

506.07 Rejections. Rejected material and workmanship shall be corrected or replaced by the Contractor in accordance with Subsection 106.8.2.

506.08 Facilities for Inspection. The Contractor shall provide a private office at the coating site for the Q.A.I. The office shall have an area not less than 100 ft^2 and shall be in close proximity to the work. The office shall be climate controlled to maintain the temperature between 65° F and 85° F, lighted and have the exit(s) closed by a door(s) equipped with a lock and 2 keys which shall be furnished to the Q.A.I. The office shall be equipped with a desk or table having a minimum size of 48 in. By 30 in., 2 chairs, a two-line telephone, telephone answering machine, line data port, plan rack and 2-drawer letter size file cabinet with a lock and 2 keys which shall be furnished to the Inspector(s).

The facilities and all furnishings shall remain the property of the Contractor upon completion of the work. Payment for the facilities, heating, lighting, telephone installation, basic monthly telephone charges and all furnishings shall be incidental to the contract.

506.09 Qualification. Shop-applied zinc-rich coating systems shall be applied in facilities holding a current AISC Sophisticated Paint Endorsement (P) or has been qualified in accordance with SSPC QP3-*Standard Procedure for Evaluating Qualifications of Shop Painting Applicators.*

Thermal Spray Coating (TSC), including sealers and top coating, fusion bonded coatings and hot-dip galvanizing shall be applied in facilities with a minimum of five years documented experience of satisfactory performance.

HOT-DIP GALVANIZING

506.10 Description. Hot-dip galvanizing shall meet the requirements of AASHTO M 111 (ASTM A 123). The minimum average coating thickness grade shall conform to Table 1. The frequency of testing shall be in accordance with Section 6. The choice of the test method is the prerogative of the Contractor.

Certification and written test results shall be provided in accordance with Section 10 of AASHTO M 111 (ASTM A 123).

506.11 Surface Preparation. Steel substrate shall be abrasive blast cleaned to a minimum of SSPC SP 6/NACE 3 prior to galvanizing.

506.12 Repairs. Repairs to galvanizing shall be in accordance with Annex A1 or A3 of ASTM A 780. Zinc-rich paints for repair may only be used with prior approval of the Resident.

506.13 Topcoat Galvanized Surfaces The areas of galvanized surfaces to receive a topcoat will be described on the plans or in the specifications.

Chromate quenching or other types of quenching after galvanizing will not be allowed.

Hot Dip Galvanized surfaces to be painted shall be smooth and have a uniform zinc thickness, free of runs or heavy buildup.

Surfaces shall be cleaned to SSPC-SP 1 using either the solvent or steam cleaning alternatives; an alkali alternative may be used provided that the PH is 11 or less. All surfaces shall be prepared in accordance with SSPC-SP 7/NACE No. 4 Brush-Off Blast Cleaning. The surface shall have an anchor profile within the paint manufacturer's recommendations. The blast media shall be a mineral slag or organic product. Steel grit will not be allowed.

Topcoat material shall be any topcoat product from a listed NEPCOAT QPL system.
The finish topcoat color shall be reddish-brown, similar to the final appearance of weathering steel after two years of weathering. Prior to topcoating, a color-chip shall be supplied by the fabricator for final color selection and approval by the Resident.

Surfaces shall be prepared and paint applied in an enclosed facility protected from inclement weather. Paint shall be stored, handled mixed and applied in accordance with manufacturer's published recommendations and in accordance with SSPC PA 1. Primer, if required, shall be as recommended by the topcoat manufacturer.

Touch up shall be in accordance with the coating manufacturer's recommendations. If repairs larger than 6 in.^{2} are made on the top coat of any one piece; the entire piece shall be re-coated after repairs are completed.

506.14 thru 506.19 Vacant.

ZINC-RICH COATING SYSTEMS

506.20 Description. Work shall consist of application of a three-coat, zinc-rich coating system in accordance with the Plans and this Specification.

506.21 Materials. Coatings systems shall be from the Northeast Protective Coating Committee (NEPCOAT) Qualified Products List (QPL). The list may be found through the Department's Web page (http://www.state.me.us/mdot).

The Contractor shall provide the paint batch description, lot number, date of manufacture, shelf life and the manufacturer's published storage requirements to the Resident. In addition, the Contractor shall provide the manufacturer's published instructions for application of each coat of the coating system including equipment, surface preparation, anchor profile, mixing, thinning, application, cure time for the entire range of allowable environmental conditions, dry film thickness (DFT) and recoat time.

The finish topcoat color shall be reddish-brown, similar to the final appearance of weathering steel after two years of weathering. <u>Prior to topcoating, a color-chip shall be supplied by the fabricator for final color selection and approval by the Resident.</u>

The Contractor shall sample each batch of coating to be applied; sampling shall be witnessed by the QAI. Samples shall be sent to and tested by the lab that originally performed the NEPCOAT QPL qualification tests. Samples shall be tested for unit weight and infrared refractory (IR) results; the lab shall evaluate the sample(s) and render an opinion of relative comparison with the original NEPCOAT QPL test. Report(s) of the test results shall be furnished to the Resident. Material that does not compare favorably with the original tests is not acceptable for use. Sampling and testing costs will be borne by the Contractor.

<u>506.22 Limits of work</u>. Locations to be painted shall be as specified herein and on the plans

<u>506.23 Surface Preparation</u>. Prior to abrasive blast cleaning, all corners exposed in the assembled product shall be rounded to approximately a 1/8-in. radius. A series of tangents to the approximate radius will be considered as rounded. The Contractor shall prepare a plate approximately 2 in. x 12 in. with the appropriate rounded corner. The QCI and QAI shall agree upon the acceptability of the corner preparation and the plate shall become the Job Standard. The plate shall remain the property of the Contractor.

Surfaces to be coated shall be abrasive blast cleaned to meet the coating manufacturer's published requirements. SSPC VIS 1 shall be used to determine acceptable cleanliness. The QCI and QAI shall evaluate the first piece using VIS 1 as a comparator. No further blast cleaning shall be done until the QCI and QAI agree upon the acceptable Job Standard for cleanliness. If more than one method of abrasive blast cleaning is used (e.g. centrifugal blast and compressed air), the acceptable Job Standard shall be established for each method. At the Contractor's option, a sample piece may be abrasive blast cleaned and sealed with a clear coating to preserve the surface preparation and the sample piece may be used as a comparator to establish the agreed upon Job Standard.

After abrasive blast cleaning, the surface shall be visually inspected for fins, tears, delaminations and other discontinuities. Fins, tears and other discontinuities shall be removed with a grinder or other suitable power tool and the area shall be blended at a slope of approximately 1:20. The affected area(s) shall be abrasive blast cleaned to develop an acceptable anchor profile.

The anchor profile shall meet the requirements of the coating manufacturer's published recommendations. The blast media shall contain enough grit to provide an angular anchor profile. The anchor profile shall be measured in accordance with ASTM D 4417 Method C. If the anchor profile fails to meet the minimum requirements, the Contractor shall re-blast the substrate until the minimum required anchor profile is achieved. If the anchor profile exceeds the maximum allowed in the manufacturer's published recommendations, the substrate may only be coated after it has been brought within manufacturer's recommendations.

The QCI shall measure the anchor profile of the substrate on each plane of the first piece and each additional piece with a significant change in size or geometry. The QAI will witness the testing. After it has been established to the satisfaction of the Resident that the abrasive blast equipment is capable of providing uniform, acceptable surface preparation, a diminished degree of testing shall be agreed upon by the QCI and QAI.

If there is a significant change in surface cleanliness or anchor profile due to blast media degradation or other reason, the Contractor shall cease the blast operation until corrective action is taken.

If compressed air is used for abrasive blast cleaning, a blotter test shall be performed in accordance with ASTM D 4285 at the beginning of each shift and at any other time the QAI directs it. The QCI shall be present to witness the blotter test.

The allowable time between abrasive blast cleaning and primer application shall not exceed the manufacturer's published recommendations or eight hours, whichever is less.

506.24 Application. Thinning and mixing of coatings shall be in conformance with the manufacturer's published instructions. Thinner shall be measured using a graduated cup or other container that clearly indicates the amount of thinner being added. Mixing shall be done using the method, equipment and for the amount of time recommended by the coating manufacturer.

Coating equipment including mixers, hoses, tip size and guns shall meet the manufacturer's published requirements. Application technique shall be in accordance with the manufacturer's published instructions.

Primer, intermediate coat and topcoat shall be applied in accordance with the manufacturer's published recommendations and SSPC PA 1. The environmental conditions in the immediate vicinity of the steel to be coated shall be within the ranges in the manufacturer's published requirements during the coating operation and during the curing period. Coating shall be applied in a neat and workmanlike manner; surfaces shall be free of sags, runs, drips or other film defects.

Seal all gaps that are 1/8 inch or larger, between abutting surfaces, prior to coating, with a paintable caulk as recommended by the coating manufacturer.

Environmental conditions shall be measured by the QCI in the immediate vicinity of the steel to be coated. The QAI may perform environmental testing in addition to the testing performed by the QCI. If there are significant differences between the test results, the differences shall be resolved or explained to the satisfaction of the Resident prior to coating application. The results of the environmental testing shall be recorded in the JCR.

Corners, fasteners, welds and inaccessible locations shall be striped in accordance with SSPC PA 1. The striping shall extend a minimum of 1 inch from each edge. Striping will not be required on intermediate and topcoat; however, the Contractor shall meet the minimum DFT requirements on all surfaces.

Recoat time shall be in accordance with the manufacturer's published requirements for the environmental conditions at the time of application and cure. If the coating is contaminated with dust, debris, over spray or other deleterious material, the surface shall be solvent cleaned in

accordance with SSPC SP 1 immediately prior to recoating. Other methods of cleaning may be used if approved by the Resident.

The Contractor shall take adequate measures during coating and curing operations to prevent contamination of surfaces with overspray, dust, or other contaminates.

The QAI shall be given ample notice in order to inspect the product prior to coating, recoating or removal of paint from the area. Ample notice shall be as agreed upon between the Q.A.I. and the Q.C.I. Substrates that are primed or surfaces that are recoated without notification of the QAI shall be rejected and no further coating shall be done on the piece. Coating applied without notification of the QAI will be investigated by destructive and non-destructive testing as directed by the Resident and by a review of the JCR. The Resident may reject, conditionally accept or accept the coating based on documentation and test results. Rejected coating shall be removed and re-applied. Conditionally accepted coatings shall be made acceptable as directed by the Resident. The cost of additional testing and repairs shall be borne by the Contractor.

506.25 Dry Film Thickness. Dry film thickness shall be measured in accordance with SSPC PA 2. The results shall be documented in the JCR. The JCR documentation shall include the actual measurements, spot average and the location(s). Each piece or area presented for acceptance, regardless of size shall be considered a separate structure for purposes of determining the number of readings to be taken except that large quantities of small parts and/or secondary framing members coated at the same time may be measured at a lesser frequency when directed by the Resident. When random DFT testing of a large quantity of small parts and/or secondary framing members results in unacceptable DFTs, the Contractor shall have the option of measuring and documenting the DFT of each piece or removing the coating and/or recoating all pieces represented in the production lot.

Coating thickness that does not comply with the manufacturer's recommendations shall be corrected prior to successive coating or acceptance.

506.26 Repairs. Damaged or unacceptable coatings shall be repaired. Damaged areas shall be prepared in accordance with the manufacturer's published instructions or as directed by the Resident. Damaged or unacceptable coatings shall be repaired using the same coating removed and prepared for repair. Environmental conditions, cure times and DFTs shall be in accordance with manufacturer's published directions for the coating being applied. Repairs to topcoat shall result in a uniform gloss and color match. The Resident shall have final authority concerning acceptable appearance.

If repairs larger than 6 in.^{2} are made on the topcoat of fascia beam; the entire beam shall be re-coated after repairs are completed. Coat thickness shall not exceed the manufacturer's published recommendations.

506.27 Handling and Storage. The coating shall be adequately cured before handling but under no circumstances shall the product be handled before the coating has achieved the manufacturer's published minimum cure time. Coated steel members shall be handled in a manner to avoid damage to the coating. Members shall be lifted and moved using non-metallic slings, padded chains and beam clamps, softeners or other non-injurious methods. Material shall be stored, both at the coating facility and in the field, in a manner that prevents damage to the coating.

Damage to the coating that is discovered after the product is loaded for shipment to the job site shall be documented by the QCI. Repairs shall not be made unless the damaged area is repaired in accordance with Subsection 506.26. Repairs that cannot be acceptably done on the truck shall be done in the shop or in the field at the Contractor's option.

MEASUREMENT and PAYMENT

506.90 Basis of Payment. The entire cost of protective coating shall be considered incidental to the bridge component to which it is applied.

SPECIAL PROVISION
SECTION 510
SPECIAL DETOURS

Section 510, Special Detours of the Standard Specifications is amended as follows:

510.01 Description: Modify this entire subsection to read as follows:

This work shall consist of the design, construction, and removal of temporary access roads, ramps, and rehabilitation of existing roads required for the satisfactory maintenance of vehicular traffic. The access roads shall connect Route 116 to the Interstate.

Easements or right-of-way for the Special Detour structure and approaches will be furnished by the Department and will be shown on the contract plans. The detour shall be constructed within the obtained right of way.

510.03 Vehicular and Pedestrian Traffic Not Separated: Add the following:

An access road shall be designed and constructed to provide entrance only access from Libby Road to the Interstate Rest Area on the northbound side. The road shall be designed to handle legal Interstate loading. Provisions for drainage shall be made for the widened section. The access road shall be removed in its entirety at the completion of the project and the site returned to its original condition.

An access road shall be designed and constructed to provide exit only access from the southbound lane of the Interstate to Savage Street. The road shall be designed to handle legal Interstate loading. Provisions for drainage shall be made for the widened section. The access road shall be removed in its entirety at the completion of the project and the site returned to its original condition.

Savage Street shall have a 12.5 mm overlay placed prior to the opening the detour route to traffic. An adequate turning radius shall be provided at the end of Savage Street onto Route 116. The drainage culvert at the end of Savage Street shall be replaced in kind prior to opening the detour route.

Libby Road shall be widened to the east to allow an adequate turning radius for trucks coming from Route 116. Provisions for drainage shall be made for the widened section. The road shall be widened within the right-of-way limits as shown on the contract drawings. Upon completion of the project, Libby Road shall be returned to its previous width, drainage, and condition.

Upon completion of the project, if Savage Street was heavily worn from the traffic from the detour, a 12.5 mm overlay shall be placed on the street. Determination of wear shall be made by the Resident.

A minimum of 75 mm of PMRAP shall be placed as a wearing surface for the full width of the road on sections of existing gravel roadway. The wearing surface shall remain in this location upon the completion of the project.

A temporary gravel turnaround shall be constructed to the north end of the bridge. The turnaround shall be adequate for a school bus or a plow truck to turn around. The turnaround shall be built within the right of way.

Horizontal Alignment. The access road onto Savage Street, including but not limited to horizontal curve radii and superelevation, shall be designed by a professional engineer for a 30 mph design speed. The minimum width on the access roads shall be 7.2 m.

The access road between Libby Road and the Rest Area shall be designed for trucks turning onto a perpendicular road. The minimum width on the access roads shall be 7.2 m.

The alignment shall be designed to account for the turning characteristics of a WB

Road Surface. The road surface for the access roads shall have a minimum of 75 mm PMRAP for the duration of the project.

Road Base. The access roads shall have a minimum of 600 mm of aggregate subbase course gravel, Type D and E, and shall be designed to support legal loads during the use of the detour.

Maintenance. A smooth traveling surface of the roads shall be maintained throughout the project. If at any point the existing or access roads between Route 116 and the Interstate become unsatisfactory, as determined by the Resident, to travel, the Contractor shall immediately repair the situation.

The contractor shall provide winter maintenance on the Route 116 from the intersection with Powerville Road and the driveway closest to the bridge. Winter maintenance shall include plowing and sand. The road shall be cleared at a minimum to allow the users of the road safe travel to and from work. Additional clearing of the road shall be done at the direction of the Resident.

Portal removal. The timber portal and gate on Libby Road shall be removed and the components shall become the property of the contractor and removed off site.

Privacy fence. Stockade fencing shall be placed along the temporary easement line or the property line of the Nietz and Grant properties adjacent to the detour route. The estimated amounts of fence to be installed are 115’ on the Nietz property and 100’ on the Grant property. Actual limit of fence installation will be determined by the Resident. The fence shall be a minimum of 5 feet high. The fence shall be placed prior

to closing the bridge to traffic. Upon completion of the project, the fences shall be removed and become the property of the contractor. The holes from the fence posts shall be filled and the area returned to its original state at the completion of the project.

510.03 Vehicular and Pedestrian Traffic Not Separated: Paragraph 5, subsection c. the fifth paragraph is revised to read as follows:

c) Approach Road Guardrail. The Special Detour approaches shall have guardrail where side slopes are steeper than three horizontal to one vertical. Approach guardrail shall be attached to the bridge guardrail in a manner that develops the approach guardrail in tension. Approach guardrail shall consist of temporary concrete barriers or an approved equal. The termination of approach guardrail and the end treatment of the rail shall be in accordance with the current AASHTO Roadside Design Guide.

510.09 Basis of Payment This subsection is deleted in its entirety and replaced by the following:

The accepted Special Detour will be paid for at the contract lump sum price. This price shall be full compensation for maintaining traffic by constructing temporary roadways, ramps, and upgrading existing roadways. It shall include all the respective items, as called for in the contract, designed, constructed, maintained, completely removed and the affected areas rehabilitated and stabilized, including loaming, seeding and mulching. Payment shall be considered full compensation for all clearing, guardrail with appropriate end treatments, striping, placement of roadway overlays, placement of PMRAP or equivalent wearing surface, placement and preparation of aggregate subbase, excavation, borrow, installation and removal of stockade fencing, removal of existing portal and gate, restoration of disturbed areas, installation of bus turnaround, striping of access roads, and all incidentals required to construct and remove the detour. Payment for design work associated with the detour shall be paid for under this item. Payment for winter maintenance of Route 116 from the intersection with Powerville Road and the driveway closest to the bridge shall be included under this item.

Payment will be made under:

Pay Item		Pay Unit
510.10	Special Detour Vehicular and Pedestrian Traffic Not Separated	Lump Sum

SPECIAL PROVISION
SECTION 511
COFFERDAMS

511.01 Description. This work shall consist of the complete design, construction, maintenance and removal of cofferdams, and other related work, including dewatering and inspection required to allow for the excavation of foundation units, to permit and protect the construction of pier foundations.

511.02 Materials. As specified in the working drawings.

511.03 Cofferdam Construction

A. Working Drawings. The Contractor shall submit to the Department for review working drawings showing the materials to be used, design calculations, and the proposed method of protecting the substructure work. Working drawings and design calculations shall be prepared by a licensed Professional Engineer according to AASHTO LRFD Bridge Design Specifications and the Guide Specifications for Bridge Temporary Works. Construction shall not be started on cofferdams until such plans have been submitted to the Department. The Department's review of, and comment on, these plans shall not result in any liability upon the Department and it shall not relieve the Contractor of the responsibility for the satisfactory functioning of the cofferdam.

B. Construction. Construct cofferdams in conformance with the submitted working drawings. Cofferdams shall, in general, be carried well below the elevation of the bottom of footings to adequate depths to ensure stability and adequate heights to seal off water. Cofferdams shall be well braced and as watertight as necessary for the safe and proper construction of the substructure Work inside them. With the exception of construction of a concrete foundation seal placed under water, the interior dimensions of cofferdams shall be such as to give sufficient clearance for the construction and inspection of forms and to permit pumping outside of forms. The Contractor is responsible for the righting and resetting of cofferdams tilted or moved laterally. Cofferdams shall be so constructed that water will not come in contact with concrete, as required in Section 502 - Structural Concrete.

During the placing and curing of seal concrete, the elevation of the water inside the cofferdam shall be controlled to prevent flow through the concrete.

No timber or bracing shall be used in cofferdams in such a way as to remain in the substructure Work.

Cofferdams shall be constructed to protect fresh concrete against damage from the sudden rising of the water body, to prevent damage by erosion and to prevent failure of adjacent Roadways, embankments or other structural units.

Cofferdams, including all sheeting and bracing involved, shall be removed after the completion of the substructure Work, care being taken not to disturb or otherwise injure the finished Work.

C. Inspection of Seal Cofferdams. At a minimum, the inspection shall consist of visual inspection with an illuminated underwater video camera, and a sediment/overburden measuring system. The Contractor shall provide access, equipment and personnel for checking the cleanliness and condition of each cofferdam excavation. The Contractor shall prepare and submit an Inspection Report for each cofferdam. The Report shall include written observations and measurements about soil thicknesses, videotapes, and audio records which will conclusively assess the cleanliness, loose soil content and ledge surface condition of the seal cofferdam excavation. The Contractor's Inspection Report will be submitted to the Resident for review.

Cofferdam excavation shall be inspected after final cleaning and settlement of suspended sediment. Seal concrete placement shall not begin until the Contractor has submitted an Inspection Report for the Resident's review.

Illuminated underwater cameras shall be either remotely operated with an underwater positioning system, or manually operated by a diver. Video data will be stored on tape and included as part of the Inspection Report. Continuous videotaped observations shall be made along the entire perimeter of the sheeting at the ledge elevation, and along 4 cross-cofferdam passes at 45 degrees spacing. If underwater video data is inconclusive due to suspended sediments, the Resident may direct the Contractor to perform a visual and tactile inspection by divers. Divers will assess cofferdam excavation condition along the cofferdam perimeter and inside area and use hard wire communications to communicate the information to a topside recorder. Audio tapes will become part of the Inspection Report.

The sediment/overburden measuring system shall consist of manual lowering of steel probes, or 600-mm long steel probes suspended with non-stretch cable or tape. The steel probes shall be #3-metric (#10-imperial) rebar and flat-tipped. Soil thickness records will be maintained. Measurements will be taken at a minimum of 5 locations along each of 4 cofferdam walls forming the perimeter, and 20 locations evenly distributed along 4 cross-cofferdam passes at 45 degree spacing.

The seal cofferdam bottom will be considered clean if, at the time of placement of the seal concrete, more than 50 percent of the bottom area has less than 1 inch of sediment or loose soil, and no portion of the area has more than 2 inches of sediment or loose soil/rock.

Facilities shall be provided and maintained for the Resident to independently inspect each cofferdam using steel probes immediately prior to depositing the seal concrete.

<u>511.04 Pumping</u> Pumping from the interior of any cofferdam shall be done in such a manner as to prevent any current of water that would carry away or segregate the concrete.

Pumping to dewater a sealed cofferdam shall not commence until the seal concrete has set sufficiently to withstand the hydrostatic pressure, but in no case will pumping be permitted

until a minimum of 5 days has elapsed since the completion of the installation of the seal concrete, when the temperature of the water body outside the cofferdam is greater than 40°F, or a minimum of 7 days has elapsed since the completion of the installation of the seal concrete, when the temperature of the water body outside the cofferdam is less than 40°F.

Procedures for the removal of all water and materials from cofferdams shall be described in the Soil Erosion and Water Pollution Control Plan as required in Section 656 - Temporary Soil Erosion and Water Pollution Control and related Special Provisions.

511.05 Method of Measurement Cofferdams will be measured as one lump sum unit, as indicated on the Plans or called for in the Contract.

511.06 Basis of Payment The accepted quantity of cofferdam will be paid for at the Contract lump sum price for the respective cofferdam items, which price shall be full compensation for design, construction, maintenance, inspection and removal.

When required, the elevation of the bottom of the footing of the piers may be lowered, without change in the price to be paid for cofferdams. However, if the average elevation of more than 25% of the area of the excavation is more than 910 mm below the elevation shown on the Plans, and if requested by the Contractor, then the entire cost of the cofferdam will be paid for in accordance with Section 109.7 - Equitable Adjustments to Compensation, instead of at the Contract lump sum price.

All costs of constructing, maintaining, and removing a sedimentation basin, and pumping or transporting water and other materials to the sedimentation basin will not be paid for directly, but will be considered incidental to the cofferdam Pay Item(s).

All costs of related temporary soil erosion and water pollution controls, including inspection and maintenance, will not be paid for directly, but will be considered incidental to the cofferdam Pay Item(s).

All costs associated with the inspection of the seal cofferdam excavation shall be considered incidental to the cofferdam pay item, 511.07. There shall be no additional payment for repeated inspection of the same excavation.

Payment will be made under:

Pay Item		Pay Unit
511.07	Cofferdam	Lump Sum

SPECIAL PROVISION
SECTION 526
CONCRETE BARRIER
(Temporary Concrete Barrier)

Materials The connecting pin shall be 1 ⅛" in [28.58 mm] in diameter with a nut and washer connection.

SPECIAL PROVISION
SECTION 534
PRECAST STRUCTURAL CONCRETE
(Tie-backs and Deadmen)

Section 534, Precast Structural Concrete of the Standard Specifications is added as follows:

534.01 Description This work shall consist of fabricating, delivering, and erecting precast/post-tensioned tie-backs and deadmen.

534.02 Materials. Materials for precast concrete products shall meet the requirements noted in this specification and the following:

Structural Precast Concrete (Deadmen)	712.061
Tie-back threadbar	see below

Tie-backs shall consist of threadbars conforming to ASTM A722, Type II (ultimate strength of 1030 MPa), with double corrosion protection consisting of corrugated PVC sheathing with cement grout encapsulation, as manufactured by Dywidag-Systems International, or approved equal. The anchorage ends of the tie-backs shall be galvanized. Ducts, embedded in concrete, for tie-backs shall be corrugated HDPE (High Density Polyethylene), suitable for the intended purpose. Ducts shall be included in the deadmen and abutment sections. Grout-tubes shall be included in the deadmen and abutment sections, and shall have sufficient length to be filled using the construction methods discussed herein.

534.03. Drawings: A minimum of 30 days prior to abutment and deadmen casting, the Contractor shall prepare shop detail, erection and other necessary working drawings in accordance with Section 105.7 - Working Drawings. The working drawings shall include the locations for ducts and grout-tubes within the abutment and deadmen Sections. The drawings will be reviewed and approved in accordance with the applicable requirements of Section 105.7. Changes and revisions to the approved working drawings shall require further approval by the Fabrication Engineer.

Concrete mix designs shall be part of the shop drawing submittal. Mix designs shall include aggregate specific gravity, absorption, percent fracture, fineness modulus and gradation.

534.04 Concrete: Concrete mix designs shall be submitted to the Fabrication Engineer for approval a minimum of 30 days prior to beginning work. Mix designs previously approved for use shall not require qualification by trial batch if the mix design meets all the requirements of this Section. Only conventional concrete meeting this subsection shall be used for precast concrete.

New concrete mix designs shall be qualified by trial batches prepared in accordance with AASHTO T126 (ASTM C192). The test results shall demonstrate that the concrete meets the requirements of the Plans and this Section. If accelerated curing is to be used in production, the test specimens shall be similarly cured.

No concrete shall be placed until the mix design has been approved. Approval of the mix design does not relieve the Contractor of the responsibility of meeting the requirements of this Section during production.

712.061 Structural Precast Concrete Units – Materials (for concrete) is modified as follows:

Maximum cement content	390 kg/m^3
Maximum cementitious material	405 kg/m^3
Water-cement ratio	0.42 maximum
Air entrainment	5½ % - 7½ %
Allowable slump	125 to 255 mm
Calcium Nitrite*	14 liters/m^3
Silica Fume (when required)	5% - 10% of cement content by weight
Fly Ash	40% of cementitious material maximum
Slag	50% of cementitious material maximum

*The water in the Calcium Nitrite solution shall be included when calculating the water/cement ratio

534.05 Cast in Place Alternate Method At the Contractor's option, deadmen may be cast in place. In using this Alternate Method, concrete placement shall conform to Section 502 of the Standard Specifications, Method B. In using the Alternate Method, the following sections of this Special Provision shall apply: 534.02 and 534.03.

534.06 Tolerances: 712.061 Structural Precast Concrete Units – Tolerances is modified as follows: All dimensions shall be within ½ inch.

534.07 Backfilling, Tie-back Assembly, and Post-Tensioning: Prior to placing of the tie-backs and deadmen, the backfill elevation shall be brought to the bottom of deadman elevation. The deadmen shall be placed on level backfill, or durable marine plywood, and the position verified and approved by the Resident prior to further backfill placement.

Once the deadman position is verified, backfill shall be placed to within 50 mm of the bottom of the post-tensioning ducts of the deadman and abutment. Care shall be taken to prevent movement of the deadmen during backfill placement. No compaction requirements are required in the area between the deadman and the abutment, as directed by the Resident. Compaction shall be achieved using hand operated equipment, as approved by the Resident. Compaction effort shall be sufficient to achieve a consistent backfill course, as directed by the Resident. Elsewhere within the backfill zone, as directed by the Resident, compaction requirements shall conform to the requirements of the Standard Specifications.

The deadmen location shall be checked after initial backfill placement, and as determined necessary by the Resident. No additional compensation will be made for resetting of deadmen.

The threadbar shall be placed as shown on the plans and approved, working drawings. The vertical distance between the tie-back and backfill shall be shimmed to eliminate sag in the threadbar. Shims shall be approved by the Resident. The tie-back assembly shall be equipped with a backing-plate on the non-anchorage sides of the deadmen and abutments. The backing-plates shall be affixed to the deadmen and abutments as shown in the approved, working drawings.

Ducts shall be cleaned of all dirt, grease, oil, or other material prior to end anchorage assembly. End anchorage shall be assembled as shown on the approved, working drawings, and tightened

to finger-tight + 1 full-turn on both the deadmen and abutment ends. Recesses at the end-anchorage assembling of the deadmen shall be filled with a Department approved, non-shrink grout.

A minimum of 48-hours after placement of grout over the deadmen anchorage assemblies, backfill shall be placed to an elevation of 1 meter over the deadmen and a lockoff load of 1.0 kN per thread-bar shall be applied. Within 24 hours of applying post-tensioning, ducts shall be filled with grout. The pressure for grouting shall be sufficient to result in a steady flow of grout from the venting tubes, as approved by the Resident.

Within 5 days of grout placement, the recesses at the abutment end anchorage shall be packed with a Department approved, non-shrink grout.

534.27 End Anchorage, Backing Plates, Ducts & Grout: End anchorage assembly shall be the galvanized, plate anchorage detail as manufactured by Dywidag-Systems International or approved equal. End anchorage assembly shall be designed for a **design load of 275 kN**. End anchorage assembly shall be shown in detail on the working drawings, and shall be formed in such a manner that 50 mm of cover is provided to the ends of the post-tensioning bar in the final product. Backing plates shall be designed to provide a tight seal around the threadbar and deadmen/abutments, without resulting in failure due to grout pumping. Grout tubes shall be installed at each duct in each end of each segment for a total of: **8 grout tubes** required for each abutment; and **2 grout tubes** required for each deadman. Ducts shall be corrugated HDPE. Grout for post-tensioning ducts shall be either **Five Star Special Grout 400** or **Masterflow 1205.** Alternate high strength specially graded pumpable cable grouts will be considered for approved by the engineer upon request.

534.28 Method of Measurement: Precast structural concrete will be measured by the lump sum.

534.29 Basis of Payment: All work done under Precast Structural Concrete will be paid for at the contract lump sum price. Payment will be full compensation for furnishing all materials in the precast unit including, precast concrete, reinforcing steel, tie-back/threadbar, ducts and related materials and work. Related materials and work will include, but not be limited to, erecting the products, grouting of ducts, post-tensioning operations, providing and applying adhesive epoxy, and any concrete admixtures used. The quantity shown on the Plans is for estimating purposes.

Payment will be made under:

Pay Item	Pay Unit
534.30 Precast Structural Concrete (tie-backs and deadmen)	LS

SPECIAL PROVISION
SECTION 535
Precast, Prestressed Concrete Superstructure

Section 535, Precast, Prestressed Concrete Superstructure of the Standard Specifications is amended as follows:

535.07 Erection of Precast Deck Panels: Paragraph 2, is revised to read as follows:

After precast deck panels have been erected, adjusted and sealed, the void between the top of the girder and the bottom of the panels shall be filled with a non-shrink, flowable cementitious grout or concrete with a design compressive strength of not less than that required for the deck concrete above. This is the material that is referred to in Standard details 502(09) and 502(10) as "non-shrink mortar" and shall not be placed any higher than ½ inch above the bottom of the precast deck panels. The course aggregate shall be the maximum size practical for those areas where the gap between the top flange and the bottom of the deck panel exceeds ¾ inch. For those areas where the gap between top flange and the bottom of the deck panel is less than ¾ inch then the grout shall consist of one of those products on the Maine Department of Transportation's list of pre-qualified grout materials for keyways, and the grout shall be mixed placed and cured in accordance with the manufacturer's published recommendations. Vent holes shall be provided at 3 ft intervals to prevent air lock. Once the grout has cured to sufficient strength any screw type leveling jacks within the deck panels shall be turned back to distribute the dead load of the panel to the grout.

January 22, 2007
Supersedes May 25, 2006

SPECIAL PROVISION
SECTION 606
GUARDRAIL

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

Type 3-Galvanized steel "w" beam, wood posts or galvanized steel posts.
Type 3a-Galvanized steel "w" beam, wood posts, wood or composite offset blocks.
Type 3aa-Corrosion resistant steel "w" beam, wood posts, wood or composite offset blocks.
Type 3b-Galvanized steel "w" beam, galvanized steel posts, galvanized steel offset blocks.
Type 3c-Galvanized steel "w" beam, wood posts or galvanized steel posts, wood or composite offset blocks.
Type 3d-Galvanized steel "w" beam, galvanized steel posts, wood or composite offset blocks.
Thrie Beam-Galvanized steel thrie beam, wood posts or galvanized steel posts, wood or composite offset blocks.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All bolts shall be of sufficient length to extend beyond the nuts but not more than 13 mm [½ in]. Nuts shall be drawn tight.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

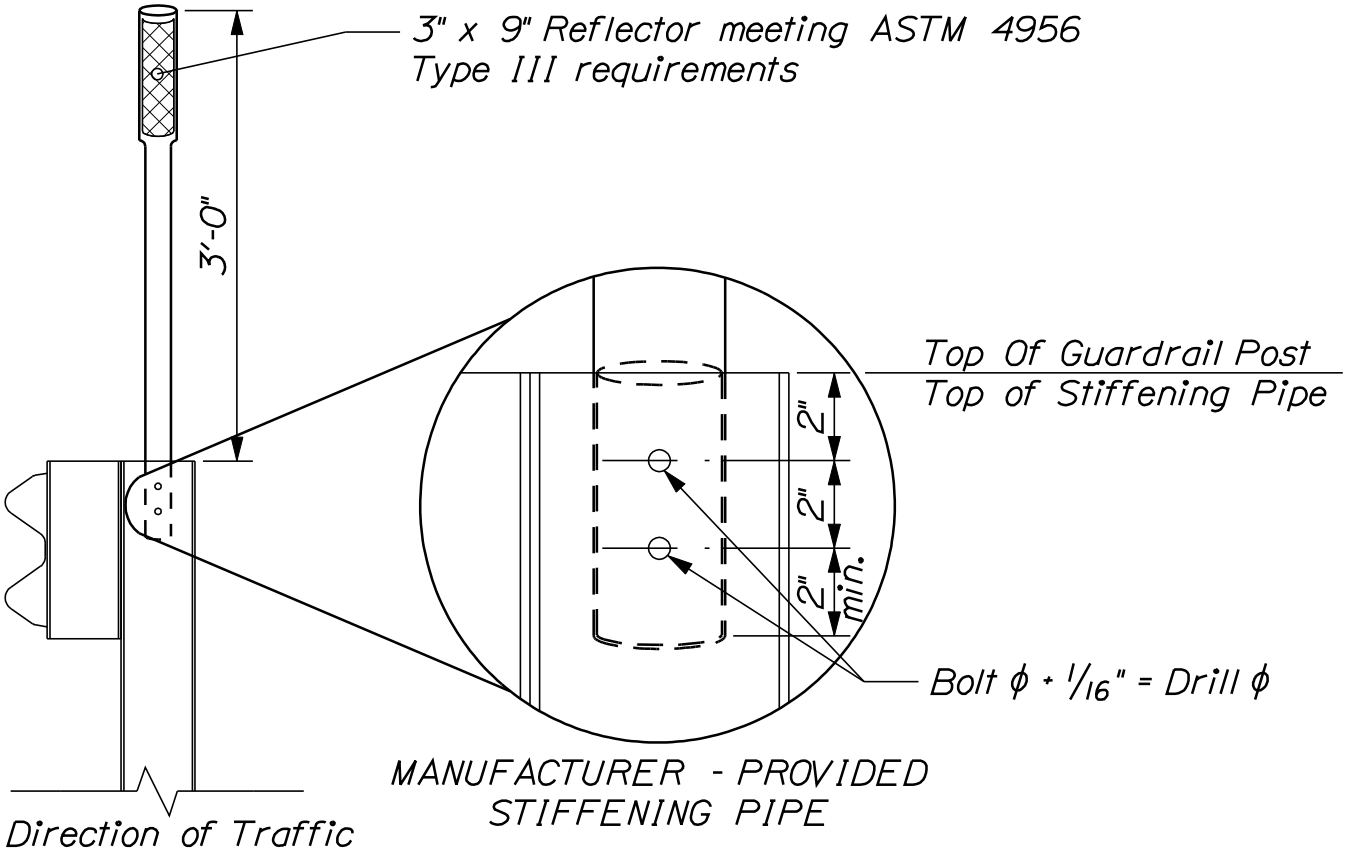
Payment will be made under:

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

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

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

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



REFLECTORIZED FLEXIBLE GUARDRAIL MARKER DETAILS

606(34)

SPECIAL PROVISION
SECTION 635
PREFABRICATED BIN TYPE RETAINING WALL
(Prefabricated Concrete Modular Gravity Wall)

The following replaces Section 635 in the Standard Specifications:

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

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

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

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

MATERIALS

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

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

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

Concrete Units:

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

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

Joint Filler. (Where applicable) Joints shall be filled with material approved by the Resident and supplied by the approved Prefabricated Concrete Modular Gravity Wall supplier. A 100 mm [4 inch] wide, by 13 mm [0.5 inch] preformed expansion joint filler shall be placed in all horizontal joints between facing units. In all vertical joints, a space of 6 mm [0.25 inch] shall be provided. All Preformed Expansion Joint Material shall meet the requirements of subsection 502.03.

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

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

Concrete Leveling Pad. Cast-in-place concrete shall be Class A except that permeability requirements will not apply. The horizontal tolerance on the surface of the pad shall be 6 mm [0.25 inch] in 3 m [10 feet]. Dimensions may be modified per the wall supplier's recommendations, with written approval of the Resident.

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

The backfilling of the interior of the wall units and behind the wall shall progress simultaneously. The material shall be placed in layers not over 200 mm [8

inches] in depth, loose measure, and thoroughly compacted by mechanical or vibratory compactors. Puddling for compaction will not be allowed.

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

DESIGN REQUIREMENTS

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

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

1. Overturning: (No reduction of the overturning safety factor shall be allowed for walls founded on rock.)	2.0
2. Sliding:	1.5
3. Stability of temporary construction slope:	1.2
4. Ultimate bearing capacity:	2.0
5. Pullout Resistance	1.5

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

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

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

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

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

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

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

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

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

Submittals. The Contractor shall supply wall design computations, wall details, dimensions, quantities, and cross sections necessary to construct the wall. Thirty (30) days prior to beginning construction of the wall, the design computations and wall details shall be submitted to the Resident for review. The fully detailed plans shall be prepared in

conformance with Subsection 105.7 of the Standard Specifications and shall include, but not be limited to the following items:

I. A plan and elevation sheet or sheets for each wall, containing the following: elevations at the top of leveling pads, the distance along the face of the wall to all steps in the leveling pads, the designation as to the type of prefabricated module, the distance along the face of the wall to where changes in length of the units occur, the location of the original and final ground line.
II. All details, including reinforcing bar bending details, shall be provided. Bar bending details shall be in accordance with Department standards.
III. All details for foundations and leveling pads, including details for steps in the leveling pads, as well as allowable and actual maximum bearing pressures shall be provided.
IV. All prefabricated modules shall be detailed. The details shall show all dimensions necessary to construct the element, and all reinforcing steel in the element.
V. The wall plans shall be prepared and stamped by a Professional Resident. Four sets of design drawings and detail design computations shall be submitted to the Resident.
VI. Four weeks prior to the beginning of construction, the contractor shall supply the Resident with two copies of the design-supplier's Installation Manual. In addition, the Contractor shall have two copies of the Installation Manual on the project site.

CONSTRUCTION REQUIREMENTS

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

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

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

Method and Equipment. Prior to erection of the Prefabricated Concrete Modular Gravity Wall, the Contractor shall furnish the Resident with detailed information concerning the proposed construction method and equipment to be used. The erection

procedure shall be in accordance with the manufacturer's instructions. Any pre-cast units that are damaged due to handling will be replaced at the Contractor's expense.

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

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

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

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

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

Basis of Payment. The accepted quantity of Prefabricated Concrete Modular Gravity Retaining Wall will be paid for at the contract unit price per square meter complete in place. Payment shall be full compensation for furnishing all labor, equipment and materials including pre-cast concrete units hardware, joint fillers, woven drainage geotextile, cast-in-place coping or traffic barrier and technical field representative. Cost of cast-in-place concrete for leveling pad will not be paid for separately, but will be considered incidental to the Prefabricated Concrete Modular Gravity Wall.

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

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

Payment will be made under:

Pay Item	Pay Unit
635.14 Prefabricated Concrete Modular Gravity Wall	Square Meter

December 6, 2005

SPECIAL PROVISION
SECTION 639
ENGINEERING FACILITIES
(Telephone)

639.09 Telephone

Paragraph 1 is amended as follows:

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

Add-

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

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

Approaches. Approach signing shall include the following signs shown on the Standard Maintenance of Traffic in Construction Zones sheet for "Project Approach Signing - One Way Traffic".

Road Work Ahead
Road Work 500 Feet with 25 MPH Advisory Speed Plate
Road Work 1000 Feet
End Road Work

Work Area. At each work site, signs and channelizing devices as shown on the Standard Maintenance of Traffic in Construction Zones sheets of the plans shall be used as directed by the Resident.

Signs include:

Work Area Ahead
Work Area with 25 MPH Speed Plate
One Lane Road
Flagger Sign
Bridge Closed to Thru Traffic (R11-4)
Bridge Closed (R11-2)
Detour 1000 Feet (W20-2)
Detour Arrow (M4-10) Left & Right
End Detour
Stop Signs
Proceed when clear

Other typical signs include:

Trucks Entering
Pavement Ends
Directional Arrows
Bump

All proposed temporary signing shall be shown in the Traffic Control Plan (TCP). Signs, except when tripod mounted, shall be placed on breakaway posts. Signs on the Interstate shall be 4’x 8’ signs.

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

The road may be closed to traffic during construction. Traffic shall be maintained on temporary one-way access roads connecting the interstate to Route 116 south of the Penobscot River. The temporary access roads shall be constructed and maintained within the State's Right of Way.

The Contractor will be required to provide a traffic control plan to the Resident within five days after award. The Contractor shall provide a Traffic Control Supervisor who will be responsible for providing traffic control management in compliance with the contract and the Manual of Uniform Traffic Control Devices (MUTCD), including supervision of personnel for the installation, inspection, maintenance, and removal of all traffic control devices on the project. The contraction shall not start work until after the Traffic Control Plan is approved by the Department

Detour signing shall be installed prior to bridge closure and maintained through the closure by the Contractor. When the bridge is closed, temporary concrete barriers shall be placed in the interstate crossover immediately south of the Penobscot River to stop traffic from using the crossover to turn around. When the Bridge is open to traffic, the Contractor shall immediately remove all detour signing and close the temporary access roads.

Channelization. Channelization devices shall include the following:

Type I Barricades
Type II Barricades
Type III Barricades
Drums
Cones
Vertical Panel Markers
Temporary Concrete Barriers
Flashing Arrow Boards

Channelization devices shall be installed and maintained at all times at the spacing determined by the MUTCD through the work area. Channelization devices consisting of barricades or drums, at a maximum spacing of 15 m [50 feet] shall be used in guardrail areas when neither the existing guardrail nor the new guardrail is in place.

Southbound Interstate Traffic Control. The southbound lanes of the Interstate shall be regulated throughout the use of the detour. All traffic control shall follow the requirements of the MUTCD. All traffic shall be diverted to the left lane before the Exit 244. Through traffic shall remain in the left lane until the rest area. The right lane shall be blocked off until Exit 244 on-ramp. The right lane shall be opened for traffic to access Exit 244. After Exit 244, the right lane shall be designated as a deceleration lane for the temporary exit. After the temporary exit, the interstate's normal function shall resume.

After the Exit, the centerline of the Interstate shall be painted with a solid line until after the temporary exit. Through arrows shall be painted in the left lane and right turn arrows painted in the right lane to designate the lane functions. Proper signage and portable-changeable message signs shall be used to inform traffic of detour.

Roadside Recovery Area. The Contractor shall neither store material nor park equipment within 1.25 m [4 feet] of the edge of the travel lanes and equipment parked overnight within 2.75 m [9 feet] of the edge of the travel lane shall be clearly marked by channelizing devices or other reflective devices.

Temporary Centerline. A temporary centerline of reflectorized traffic paint shall be marked each day as new pavement to be used by traffic. The temporary centerline shall conform to the standard marking patterns used for permanent markings and will be paid for under Pay Item 510.10. Failure to apply a temporary centerline daily will result in suspension of paving until temporary markings are applied to all previously placed pavement.

Speed Limit in Work Zones. The Contractor shall sign all reduced speed limits on construction projects to 30 MPH.

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

Work Zone Traffic Control, including Contractor's Traffic Control Plan; Traffic Control Supervisor; furnishing, installation and maintenance of traffic control devices; shall be measured as one lump sum for all work authorized and performed.

Granular materials used to maintain traffic will be paid for as provided in Subsection 105.4.2 - Use of Granular Materials.

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

Work Zone Traffic Control will be paid for at the contract lump sum price. Payment will be full compensation for the Traffic Control Plan; Traffic Control Supervisor; traffic control devices; removing and resetting traffic control devices and maintenance thereof; interstate striping; flaggers; channelization devices; and for signs and maintenance thereof.

Maintenance of signs includes: replacing devices damaged, lost, or stolen, and cleaning and moving as many times as necessary throughout the life of the contract, regardless whether the work areas or projects are geographically separated or not separated.

Partial payments for Work Zone Traffic Control will be made as follows:

a) After the Traffic Control Plan is submitted and approved, 15% of the amount bid for Work Zone Traffic Control will be paid.

b) After the completion bridge closure, 60% of the amount bid for Work Zone Traffic Control will be paid.

c) Upon completion of the entire project, 100% of the amount bid for Work Zone Traffic Control will be paid.

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

Payment will be made under:

Pay Item	Pay Unit
652.39 Work Zone Traffic Control	Lump Sum

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.

From	Up to and	Amount of Penalty
More Than	***Including***	***Damages per Violation***
$0	$100,000	$100
$100,000	$300,000	$250
$300,000	$500,000	$500
$500,000	$1,000,000	$1,000
$1,000,000	$2,000,000	$2,000
$2,000,000	$4,000,000	$5,000
$4,000,000	and more	$10,000

May 10, 2006
Supersedes January 7, 2005

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
Construction Sign Sheeting Material

Maine DOT is transitioning to super high intensity fluorescent retroreflective sheeting, ASTM D 4956 - Type VII, Type VIII, or Type IX (prismatic), for construction signs.

Currently serviceable Type III signs will be allowed until the final transition date. New signs bought after January 19, 2005 will conform to Type VII, Type VIII, or Type IX (prismatic) requirements. All signs will be Type VII, Type VIII, or Type IX (prismatic) after the final transition date of April 1, 2007.

During this transition period, sign packages will be of the same sheeting material (all Type III or all Type VII)

All Interstate Projects advertised after January 1, 2005 will be required to use the Type VII, Type VIII, or Type IX (prismatic) sheeting.

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 Sediment Control (a.k.a. Best Management Practices manual or BMP Manual) are a reference to the latest revision of said manual. The "Table of Contents" of the latest version is dated "1/19/00" (available at http://www.state.me.us/mdot/mainhtml/bmp/bmpjan2000.pdf.) **Procedures specified shall be according to the BMP Manual unless stated otherwise.**

Any and all references to "bark mulch" or "composted bark mix" shall be a reference to " Erosion Control Mix" in accordance with *Standard Specification, Section 619 - Mulch.*

Project Specific Information and Requirements

The following information and requirements apply specifically to this Project. The temporary soil erosion and water pollution control measures associated with this work shall be addressed in the SEWPCP.

1) This project is located within the West Branch of the Penobscot River watershed, which has been classified as Class C Newly disturbed earth shall be mulched by the end of each workday. Mulch shall be maintained on a daily basis.

2) Newly disturbed earth shall be mulched by the end of each workday. Mulch shall be maintained on a daily basis.

3) **If water is flowing within the drainage system, the water shall be diverted to a stable area or conduit and work shall be conducted in the dry.** The Contractor's plan shall address when and where the diversions will be necessary.

4) The Contractors SEWPCP shall identify how water will be managed during the course of construction activities. Specific water management activities to be addressed shall include type and location of cofferdams, means of maintaining stream flow, and the type, location and size of sedimentation basins.

5) Dust control items other than those under *Standard Specification, Section 637 – Dust Control* , if applicable, shall be included in the plan.

6) Permanent slope stabilization measures shall be applied within one week of the last soil disturbance.

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

7) Permanent seeding shall be done in accordance with *Standard Specification, Section 618 - Seeding* unless the Contract states otherwise.

8) Culvert inlet and outlet protection shall be installed within 48 hours of culvert installation, or prior to a storm event, whichever is sooner.

9) After November 1 the Contractor shall use winter stabilization methods, such as Erosion Control Mix as specified in *Standard Specification, Section 619 - Mulch*. 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.

10) All disturbed ditches shall be stabilized by the end of each workday. Stabilization shall be maintained on a daily basis.

11) Erosion control blanket shall be installed in the bottoms of all ditches except where a stone lining is planned. Seed shall be applied prior to the placement of the blanket.

12) If check dams are used, they shall be constructed of stone in accordance with BMP Manual, Section 9. *Hay Bale Temporary Check Dams* **are not allowed**. Delete all reference to them in Section 9.

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

14) **CLEARING LIMIT LINES SHALL BE MINIMIZED.** Clearing shall be minimized as shown on the design plans. Areas to be cleared shall be discussed at the preconstruction field review.

15) Stream flow shall be maintained at all times.

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

16) Grout from the post-tensioning socket sealing operation and fresh concrete shall not be allowed to contact the stream. Clean out of concrete delivery trucks and the washing of tools shall be addressed in the SEWPCP.

17) The SEWPCP shall describe the containment method for removal of the existing abutments, including installation of cofferdams and dewatering procedures.

18) 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.

February 12, 2007
Supersedes October 12, 2006

STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at:
http://www.maine.gov/mdot/contractor-consultant-information/ss_standard_details_updates.php

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

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

SUPPLEMENTAL SPECIFICATION

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

SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions

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

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

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

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

SECTION 102
DELIVERY OF BIDS

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

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

SECTION 103
AWARD AND CONTRACTING

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

SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.3.14 Interpretation and Interpolation In the first sentence, change "…and Geotechnical Information." to "…Environmental Information, and Geotechnical Information."

Delete the entire Section 104.5.9 and replace with the following:

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

SECTION 105
GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

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

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

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

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

the layout process such that the process can be followed and repeated, if necessary, by an independent survey crew.

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

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

SECTION 106
QUALITY

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

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

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

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

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

SECTION 107
TIME

107.3.1 General Add the following: "If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department,

except that the Contractor may work on Martin Luther King Day, President's Day, Patriot's Day, the Friday after Thanksgiving, and Columbus Day without the Department's approval."

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

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

SECTION 108
PAYMENT

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

SECTION 109
CHANGES

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

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

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

109.5.1 Definitions - Types of Delays

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

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

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

1. Labor expenses for non-salaried Workers and salaried foremen.

2. Costs for Materials.

3. A 15 % markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.

4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor's Actual Costs if determined by the Department to be lower.
5. Costs for extended job-site overhead.
6. Time.

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

SECTION 110
INDEMNIFICATION, BONDING, AND INSURANCE

Delete the entire Section 110.2.3 and replace with the following:

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

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

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

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

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

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

SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS

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

SECTION 203
EXCAVATION AND EMBANKMENT

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

SECTION 502
STRUCTURAL CONCRETE

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

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

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

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

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

502.11 Placing Concrete

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

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

Second paragraph; delete the first two sentences.

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

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

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

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

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

SECTION 503
REINFORCING STEEL

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

SECTION 504
STRUCTURAL STEEL

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

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

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

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

SECTION 535
PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

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

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

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

SECTION 603
PIPE CULVERTS AND STORM DRAINS

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

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

SECTION 604
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

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

SECTION 605
UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

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

SECTION 606
GUARDRAIL

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

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

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

SECTION 609
CURB

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

SECTION 615
LOAM

615.02 Materials Make the following change:

Organic Content	Percent by Volume
Humus	"5% - 10%", as determined by Ignition Test

SECTION 618
SEEDING

618.01 Description Change the first sentence to read as follows: "This work shall consist of furnishing and applying seed ….." Also remove ",and cellulose fiber mulch" from 618.01(a).
618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: "These rates shall apply to Seeding Method 2, 3, and Crown Vetch."

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

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

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

SECTION 620
GEOTEXTILES

620.03 Placement Section (c)

Title: Replace "Non-woven" in title with "Erosion Control".
First Paragraph: Replace first word "Non-woven" with "Woven monofilament".
Second Paragraph: Replace second word "Non-woven" with "Erosion Control".

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

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

620.09 Basis of Payment

Pay Item 620.58: Replace "Non-woven" with "Erosion Control"

Pay Item 620.59: Replace "Non-woven" with "Erosion Control"

SECTION 621
LANDSCAPING

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

SECTION 626
HIGHWAY SIGNING

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

SECTION 627
PAVEMENT MARKINGS

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

SECTION 637
DUST CONTROL

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

SECTION 639
ENGINEERING FACILITIES

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

SECTION 652
MAINTENANCE OF TRAFFIC

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

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

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

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

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

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

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

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

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

652.2.4 Other Devices Delete the last paragraph and add the following:
"652.2.5 Portable Changeable Message Sign Trailer mounted Portable Changeable Message Signs (PCMS) must be of a type that has been submitted to AASHTO's National

Transportation Product Evaluation Program (NTPEP) for evaluation and placed on the Maine Department of Transportations' Approved Products List of Portable Changeable Message Signs & Flashing Arrow Panels. The PCMS unit shall meet or exceed the current specifications of the Manual on Uniform Traffic Control Devices (MUTCD), 6F.55.

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

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

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

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

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

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

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

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

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

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

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

Second paragraph, first sentence; change "…have sufficient distance to stop before entering the workspace." to "…have sufficient distance to stop at the intended stopping point." Third sentence; change "At a spot obstruction…" to "At a spot obstruction with adequate sight distance,…"

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

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

SECTION 653
POLYSTYRENE PLASTIC INSULATION

653.05 Placing Backfill In the second sentence; change "…shall be not less than 150 mm [6 in] loose measure." to "…shall be not less than 250 mm [10 in] loose measure." In the third sentence; change "…crawler type bulldozer of not more than 390 kg/m^2 [80 lb/ft^2] ground contact pressure…" to "…crawler type bulldozer of not more than 4875 kg/m^2 [2000 lb/ft^2] ground contact pressure…"

653.06 Compaction In the last sentence; change "…not more than 390 kg/m^2 [80 lb/ft^2] ground contact…" to "…not more than 4875 kg/m^2 [2000 lb/ft^2] ground contact…"

SECTION 656
TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

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

SECTION 701
STRUCTURAL CONCRETE RELATED MATERIALS

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

SECTION 703
AGGREGATES

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

703.06 Aggregate for Base and Subbase Delete the first paragraph: "The material shall have…" and replace with "The material shall have a minimum degradation value of 15 as determined by Washington State DOT Test Method T113, Method of Test for Determination of Degradation Value (March 2002 version), except that the reported degradation value will be the result of testing a single specimen from that portion of a sample that passes the 12.5 mm [½ in] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used."

703.07 Aggregates for HMA Pavements Delete the forth paragraph: "The composite blend shall have…" and replace with "The composite blend, minus any reclaimed asphalt pavement used, shall have a Micro-Deval value of 18.0 or less as determined by AASHTO T 327. In the event the material exceeds the Micro Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value (March 2002 version) except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the 12.5mm [1/2 inch] sieve and is retained on the 2.00mm [No 10] sieve, minus any reclaimed asphalt pavement used."

703.18 Common Borrow Replace the first paragraph with the following: "Common borrow shall consist of earth, suitable for embankment construction. It shall be free from frozen material, perishable rubbish, peat, and other unsuitable material including material currently or

previously contaminated by chemical, radiological, or biological agents unless the material is from a DOT project and authorized by DEP for use."

703.22 Underdrain Backfill Material Change the first paragraph from "…for Underdrain Type B…" to "…for Underdrain Type B and C…"

SECTION 706
NON-METALLIC PIPE

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

SECTION 709
REINFORCING STEEL AND WELDED STEEL WIRE FABIC

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

SECTION 710
FENCE AND GUARDRAIL

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

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

SECTION 712
MISCELLANEOUS HIGHWAY MATERIALS

712.06 Precast Concrete Units In the first paragraph, change "…ASTM C478M…" to "…AASHTO M199…" Delete the second paragraph and replace with the following; "Approved structural fibers may be used as a replacement of 6 x 6 #10 gauge welded wire fabric when used at an approved dosage rate for the construction of manhole and catch basin units. The material used shall be one of the products listed on the Maine Department of Transportation's Approved Product List of Structural Fiber Reinforcement." Delete the fifth paragraph and replace with the following; "The concrete mix design shall be approved by the Department. Concrete shall contain 6% air content, plus or minus 1½% tolerance when tested according to AASHTO T152. All concrete shall develop a minimum compressive strength of 28 MPa [4000 psi] in 28 days when tested according to AASHTO T22. The absorption of a specimen, when tested according to AASHTO T280, Test Method "A", shall not exceed nine percent of the dry mass."

Add the following:
"712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron or ductile iron castings shall conform to the requirements of AASHTO M306 unless otherwise designated.

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

(a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.

(b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

(a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.
The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self- illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

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

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

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

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

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

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

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

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

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

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

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

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

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

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [½ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [3/4 in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

SECTION 717
ROADSIDE IMPROVEMENT MATERIAL

717.03 C. Method #3 - Roadside Mixture #3 Change the seed proportions to the following:

Crown Vetch	25%
Perennial Lupine	25%
Red Clover	12.5%
Annual Rye	37.5%

717.05 Mulch Binder Change the third sentence to read as follows:

"Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit]."

SECTION 720
STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS

720.08 U-Channel Posts Change the first sentence from "…, U-Channel posts…" to "…, Rib Back U-Channel posts…"

SECTION 722
GEOTEXTILES

722.01 Stabilization/Reinforcement Geotextile Add the following to note #3; "The strengths specified in the columns labeled"<50%" and "≥ 50%" refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the "<50%" column. Submittals must include the percent elongation at which the material was tested."

722.02 Drainage Geotextile Add the following to note #3; "The strengths specified in the columns labeled"<50%" and "≥ 50%" refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the "<50%" column. Submittals must include the percent elongation at which the material was tested."

722.01 Erosion Control Geotextile Add the following note to Elongation in the Mechanical Property Table; "The strengths specified in the columns labeled"<50%" and "≥ 50%" refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the "<50%" column. Submittals must include the percent elongation at which the material was tested."

APPENDIX A TO DIVISION 100

SECTION 1 - BIDDING PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SECTION 2 - FEDERAL EEO AND CIVIL RIGHTS REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Validate all tests and other selection requirements.

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

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

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

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

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

C. Goals for Employment of Women and Minorities Per Executive Order 11246, craft tradesperson goals are 6.9% women and .5% minorities employed. However, goals may be adjusted upward at the mutual agreement of the Contractor and the Department. Calculation of these percentages shall not include On-the-Job Training Program trainees, and shall not include clerical or field clerk position employees.

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

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

§60-4.2 Solicitations

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

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

1. The Offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for female participation in each trade 6.9%

Goals for minority participation for each trade
Maine
001 Bangor, ME 0.8%
Non-SMSA Counties (Aroostook, Hancock, Penobscot, Piscataquis, Waldo, Washington)

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

6403 Portland, ME 0.6%
(Cumberland, Sagadahoc)

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

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

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

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

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

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

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department form 941;

   d. "Minority" includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of the North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor, is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors for Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a. through p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specific.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant, thereto.

6. In order for the non working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the

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

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as expensive as the following:

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

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

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

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

   e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

   f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific

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

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

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

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

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

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

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

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

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

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of

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

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

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7 a through p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7 a through p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program and reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions take on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both make and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, specific minority group of women is underutilized.)

10. The Contractor shall not use the goals and timetables or affirmative action even through the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementation regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the

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

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location sat which the work was performed. Records be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

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

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

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

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

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

1. Whether the Contractor advertised in general circulation, trade association, and minority/women's-focus media concerning the subcontracting opportunities;

2. Whether the Contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;

3. Whether the Contractor followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;

4. Whether the Contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals;

5. Whether the Contractor provided interested DBEs with adequate information about the plans, specification and requirements of the contract;

6. Whether the Contractor negotiated in good faith with interested DBEs, not rejecting the DBE as unqualified without sound reasons based on a thorough investigation of their capabilities;

7. Whether the Contractor made efforts to assist interested DBEs with other appropriate technical/financial assistance required by the Department or Contractor;

8. Whether the Contractor effectively used the services of available minority/women's community organizations, minority/women's business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

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

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

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

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

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

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

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

SECTION 3 - OTHER FEDERAL REQUIREMENTS

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

A. Buy America

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

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

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

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

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

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

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

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

B. Materials

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Standard FHWA Contract Provisions - FHWA 1273

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

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Start of FHWA 1273 REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS(As revised through March 10, 1994)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

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

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

   a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

   b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
   a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

   b. The contractor will accept as his operating policy the following statement:
   "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment,

upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

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

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

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

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

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

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

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

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

   a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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

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

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

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

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

6. Training and Promotion.

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision

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

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

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

7. Unions. If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

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

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

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

   d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment. The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports. The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the MDOT and the Federal Highway Administration.

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

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

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

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

1. General:

   a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the

provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

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

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

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

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

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

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

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

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

a. Apprentices:

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

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor

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

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

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

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

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

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

c. Helpers. Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

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

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

7. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4

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

8. Violation. Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages. The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

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

1. Compliance with Copeland Regulations (29 CFR 3). The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

   a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

   b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in

Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

   (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

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

   (3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

   a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

   b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

   c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

   a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor,

with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health

standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

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

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

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

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

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions:
(Applicable to all Federal-aid contracts - 49 CFR 29)

   a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

   b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

   c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

   d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

   e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out

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

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

****

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

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or

local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

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

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

****

2. Instructions for Certification - Lower Tier Covered Transactions: (Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

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

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

****

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

****

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING
(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

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

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

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

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

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

End of FHWA 1273

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

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-2006-3674
CORPS PGP ID# 06-509
STATE ID# PBR

DESCRIPTION OF WORK:
Place fill below the ordinary high water line of the West Branch Penobscot River at Medway, Maine in order to replace the existing Route 116 bridge. Approximately 94 s.f. (0.002 acres) of stone riprap and one new bridge pier (244 s.f.) will impact the stream bed.

DOT PIN: 10086.00

LAT/LONG COORDINATES : 45.6068365° N 68.5431444° W USGS QUAD: MEDUNKEUNK LAKE, 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.

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 [X], ISSUED[ ], DENIED [ ] DATE_____

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

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: 10/26/06 LEVEL OF REVIEW: CATEGORY 1: ___ CATEGORY 2: X

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

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

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

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

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

Jay L. Clement
JAY L. CLEMENT
SENIOR PROJECT MANAGER
MAINE PROJECT OFFICE

For [signature] 22 NOV 2006
FRANK J. DEL GIUDICE DATE
CHIEF, PERMITS & ENFORCEMENT BRANCH
REGULATORY DIVISION

US Army Corps
of Engineers ®
New England District

ADDITIONAL CONDITIONS FOR
DEPARTMENT OF THE ARMY
PROGRAMMATIC GENERAL PERMIT
NO. NAE-2006-3674

1. 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.

2. 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.

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 ( ) 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: _____

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

Corps of Engineers Permit No: _____

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

( ) _____ Telephone Number

Chapter 305: PERMIT BY RULE Section 11
State Transportation Facilities

1. **Introduction.** A "permit by rule" or "PBR", when approved by the Department of Environmental Protection (DEP), is an approval for an activity that requires a permit under the Natural Resources Protection Act (NRPA). Only those activities described in this chapter may proceed under the PBR process. A PBR activity will not significantly affect the environment if carried out in accordance with this chapter, and generally has less of an impact on the environment than an activity requiring an individual permit. A PBR satisfies the Natural Resources Protection Act (NRPA) permit requirement and Water Quality Certification requirement.

   If a proposed activity is not described in this chapter, or will not be conducted in accordance with the standards of this chapter, the applicant must obtain an individual permit prior to beginning the activity.

   A. **Location of activity.** The location of an activity may affect whether an activity qualifies for PBR, and whether review by the Department of Inland Fisheries and Wildlife is required.

      (1) Type of resource. For some types of activities, the availability of a PBR is affected by the type of natural resource in or adjacent to which the activity is proposed. For example, an applicant proposing an activity consisting of "Movement of rocks or vegetation" may receive a PBR only if the activity will take place in a great pond, river, stream or brook. Limitations concerning the location of activities are addressed in the "Applicability" provision in each section of this chapter.

      (2) Essential habitat. Essential habitats include areas critical to the survival of threatened and endangered species such as the bald eagle, least tern, roseate tern, and piping plover. If the activity is located in essential habitat, such as near an eagle nesting site, a PBR is only available if the applicant obtains written approval from the Department of Inland Fisheries and Wildlife (IF&W). This approval from IF&W must be submitted to the DEP with the PBR notification form, and the applicant must follow any conditions stated in the IF&W approval.

NOTE: Maps showing areas of essential habitat are available from the Department of Inland Fisheries and Wildlife regional headquarters, municipal offices, the Land Use Regulation Commission (for unorganized territories) and DEP regional offices. If the activity is located in essential habitat, IF&W must be contacted to request and obtain a "certification of review and approval".

   B. **Notification.** The applicant must file notice of the activity with the DEP prior to beginning work on the activity. The notification must be on a form provided by the DEP and must include any submissions required in this chapter. The applicant must keep a copy to serve as the permit.

      The notification form must be sent to the DEP by certified mail (return receipt requested), or hand delivered to the DEP and date stamped by the department.

C. Effective period

(1) Beginning of period. The PBR becomes effective 14 calendar days after the DEP receives the notification form, unless the DEP approves or denies the PBR prior to that date. If the DEP does not speak with or write to the applicant within this 14 day period regarding the PBR notification, the applicant may proceed to carry out the activity.

There are three exceptions regarding the effective date of an approved PBR:

(a) Activities listed in Section 10 (Stream crossings) occurring in association with forest management are exempt from the 14 day waiting period.

(b) Activities listed in Section 2 (Soil disturbance) and Section 10 (Stream crossings) performed or supervised by individuals currently certified in erosion control practices by the DEP are exempt from the 14 day waiting period. To be certified in erosion control practices, an individual must successfully complete all course requirements of the Voluntary Contractor Certification Program administered by the DEP's Nonpoint Source Training and Resource Center.

(c) Activities that are part of a larger project requiring a permit under the Site Location of Development or the Storm Water Management Acts may not proceed until any required permit under those laws is obtained.

NOTE: Activities that are part of a larger project may require other permits from the DEP also. These other laws may prohibit the start of construction of any part of the project unless a permit under that law is obtained. In these cases, while not a violation of this rule, starting work on a PBR approved activity would be a violation of those other applicable laws.

(2) End of period. The PBR is generally effective for 2 years from the date of approval, except that a PBR for "Replacement of structures" under Section 4 is effective for 3 years.

NOTE: Activities that qualify under this chapter may need to meet other local, state and federal requirements. Examples -- (1) If an activity extends below the low water line of a lake, coastal wetland or international boundary water, the applicant should contact the Bureau of Parks and Lands (287-3061) concerning possible lease or easement requirements, or (2) If an activity will involve work below the mean high water line in navigable waters of the United States, the applicant should contact the Army Corps of Engineers (623-8367).

D. Discretionary authority. Notwithstanding compliance with the PBR applicability requirements and standards set forth in this chapter, the DEP may require an individual permit application to be filed in any case where credible evidence indicates that the activity:

(1) May violate the standards of the NRPA (38 M.R.S.A. Section 480-D);

(2) Could lead to significant environmental impacts, including cumulative impacts; or

(3) Could adversely impact a resource of special concern.

If an individual permit is required pursuant to this subsection, the DEP shall notify the applicant in writing within the 14 calendar day waiting period described in sub-section (C) above. When the DEP notifies an applicant than an individual permit is required, no work may be conducted unless and until the individual permit is obtained.

E. Violations. A violation of law occurs when a person, or his or her agent, performs or causes to be performed any activity subject to the NRPA without first obtaining a permit from the DEP, or acts contrary to the provisions of a permit. The person, his or her agent, or both, may be held responsible for the violation. Commonly, the "person" is the landowner, and the "agent" is the contractor carrying out the activity. A violation occurs when:

(1) An activity occurs that is not allowed under PBR, whether or not a PBR notification form has been filed with and/or approved by the DEP;

(2) An activity occurs that is allowed under PBR, but a PBR for the activity has not become effective prior to the beginning of the activity; or

(3) An activity occurs that is allowed under PBR and a PBR for the activity is in effect, but the standards specified in this chapter are not met.

See the "applicability" provision under each activity for rules concerning what activities are allowed under PBR. A PBR is only valid for the person listed on the notification form, or for his or her agent.

Each day that a violation occurs or continues is considered a separate offense. Violations are subject to criminal penalties and civil penalties of not less than $100 nor more than $10,000 for each day of that violation (38 M.R.S.A. Section 349).

NOTE: A local Code Enforcement Officer (CEO) may take enforcement action for a violation of the Natural Resources Protection Act if he or she is authorized to represent a municipality in District Court, and he or she has been certified as familiar with court procedures, 30-A M.R.S.A. Section 4452(7).

Chapter 305 Section 11

State transportation facilities

A. Applicability

(1) This section applies to the maintenance, repair, reconstruction, rehabilitation, replacement or minor construction of a State Transportation Facility carried out by, or under the authority of, the Maine Department of Transportation or the Maine Turnpike Authority, including any testing or preconstruction engineering, and associated technical support services.

(2) This section does not apply to an activity within a coastal sand dune system.

NOTE: The construction of a transportation facility other than roads and associated facilities may be subject to the Storm Water Management Law, 38 M.R.S.A. Section 420-D.

B. Standards

(1) Photographs of the area to be altered by the activity must be taken before work on the site begins. The photographs must be kept on file and be made available at the request of the DEP.

(2) The activity must be reviewed by the Department of Inland Fisheries and Wildlife, the Department of Marine Resources, the Atlantic Salmon Authority, and the DEP's Division of Environmental Assessment prior to the notification being filed with the DEP. The activity must be performed according to any recommendations from these authorities.

(3) The activity must be performed in accordance with erosion control measures conforming with the State of Maine Department of Transportation Standard Specifications for Highways and Bridges Revision of April 1995 and with the Department of Transportation's Best Management Practices for Erosion and Sediment Control, September 1997.

NOTE: Guidance on the use of erosion control best management practices can be obtained from the on site Construction Manager.

(4) Alignment changes may not exceed a distance of 200 feet between the old and new center lines in any natural resource.

(5) The activity may not alter more than 300 feet of shoreline (both shores added together) within a mile stretch of any river, stream or brook, including any bridge width or length of culvert.

(6) The activity may not alter more than 150 feet of shoreline (both shores added together) within a mile stretch of any outstanding river segment identified in 38 M.R.S.A. 480-P, including any bridge width or length of culvert.

(7) The activity must minimize wetland intrusion. The activity is exempt from the provisions of Chapter 310, the Wetland Protection Rules, if the activity alters less than 15,000 square feet of natural resources per mile of roadway (centerline measurement) provided that the following impacts are not exceeded within the 15,000 square foot area:

(a) 1,000 square feet of coastal wetland consisting of salt tolerant vegetation or shellfish habitat; or

(b) 5,000 square feet of coastal wetland not containing salt tolerant vegetation or shellfish habitat; or

(c) 1,000 square feet of a great pond.

All other activities must be performed in compliance with all sections of Chapter 310, the Wetland Protection Rules, except 310.2(C), 5(A), 9(1), 9(B) and 9(C).

(8) The activity may not permanently block any fish passage in any watercourse containing fish. The applicant must improve passage beyond what restriction may already exist unless the Department of Inland Fisheries and Wildlife, the Department of Marine Resources, the Atlantic Salmon Authority and the DEP's Division of Environmental Assessment concur that the improvement is not necessary.

(9) Rocks may not be removed from below the normal high water line of any coastal wetland, freshwater wetland, great pond, river, stream or brook except to the minimum extent necessary for completion of work within the limits of construction.

(10) If work is performed in a river, stream or brook that is less than three feet deep at the time and location of the activity, with the exception of culvert installation, the applicant must divert flow away from the activity while work is in progress.

(a) Diversion may be accomplished by the use of stable, inert material. No more than two thirds (2/3) of stream width may be diverted at one time.

(b) Any material used to divert water flow must be completely removed upon completion of the activity, and the stream bottom must be restored to its original condition.

(c) A pump may be operated, where necessary, for a temporary diversion. The pump outlet must be located and operated such that erosion or the discharge of sediment to the water is prevented.

NOTE: Guidance on the appropriate location of a diversion and materials which should be used for a stream diversion can be obtained from the on site Construction Manager.

(11) Wheeled or tracked equipment may not operate in the water. Equipment operating on the shore may reach into the water with a bucket or similar extension. Equipment may cross streams on rock, gravel or ledge bottom.

(12) All wheeled or tracked equipment that must travel or work in a vegetated wetland area must travel and work on mats or platforms.

(13) Any debris or excavated material must be stockpiled either outside the wetland or on mats or platforms. Hay bales or silt fence must be used, where necessary, to prevent sedimentation. Any debris generated during the activity must be prevented from washing downstream and must be removed from the wetland or water body. Disposal of debris must be in conformance

with the Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Section 1301 et seq.

(14) Work below the normal high water line of a great pond, river, stream or brook must be done at low water except for emergency work or work agreed to by the resource agencies listed in paragraph 2 above. Measures, such as a silt boom or staked fencing, must be employed to reduce and isolate turbidity.

(15) Perimeter controls must be installed before the work starts. Disturbance of natural resources beyond the construction limits shown on the plans is not allowed under this rule.

NOTE: Guidance on the location of construction limits can be obtained from the on site Construction Manager.

(16) The use of untreated lumber is preferred. Lumber pressure treated with chromated copper arsenate (CCA) may be used, provided it is cured on dry land in a manner that exposes all surfaces to the air for a period of at least 21 days prior to construction. Wood treated with creosote or pentachlorophenol may not be used where it will contact water.

(17) A temporary road for equipment access must be constructed of crushed stone, blasted ledge, or similar materials that will not cause sedimentation or restrict fish passage. Such roads must be completely removed at the completion of the activity. In addition, any such temporary roads which are in rivers, streams or brooks, must allow for a passage of stormwater flows associated with a 10-year storm.

(18) Soil may not be disturbed during any period when soils are saturated due to rain or snow melt, except as necessary to protect work in progress or as required for bridge maintenance activities. Areas where soils are saturated (i.e. water drips from the soil when squeezed by hand, or the soil is capable of being rolled into a rod 1/8th inch in diameter that does not crumble) must be immediately mulched if they are disturbed.

(19) Disturbed soil must be protected within one week from the time it was last actively worked, and prior to any storm event, using temporary or permanent measures such as the placement of riprap, sod, mulch, erosion control blankets, or other comparable measures.

(20) Hay bale or straw mulch, where used, must be applied at a rate of at least one bale per 500 square feet (1 to 2 tons per acre).

(21) If mulch is likely to be moved because of steep slopes or wind exposure, it must be anchored with netting, peg and twine, binder or other suitable method and must be maintained until a catch of vegetation is established over the entire disturbed area.

(22) In addition to the placement of riprap, sod, erosion control blankets or mulch, additional steps must be taken where necessary to prevent sedimentation of the water Evidence of sedimentation includes visible sheet, rill or gully erosion, discoloration of water by suspended particles and/or slumping of banks. Silt fences, staked hay bales and other sedimentation control measures, where planned for, must be in place prior to the commencement of an activity, but must also be installed whenever necessary to prevent erosion and sedimentation.

NOTE: Guidance on the location and proper installation of erosion control measures can be obtained from the on site Construction Manager.

(23) Temporary erosion control measures must be maintained and inspected weekly until the site is permanently stabilized with vegetation or other permanent control measures. Erosion control measures must also be inspected immediately prior to and following storms.

(24) Permanent erosion control measures protecting all disturbed areas must be implemented within 30 days from the time the areas were last actively worked, or for fall and winter activities by the following June 15, except where precluded by the type of activity (e.g. riprap, road surfaces, etc.). The permanent erosion control measures must be maintained.

(25) The applicant shall immediately take appropriate measures to prevent erosion or sedimentation from occurring or to correct any existing problems, regardless of the time of year.

(26) Non-native species may not be planted in restored areas.

(27) Disposal of debris must be in conformance with Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Sections 1301 et seq.

(28) Disturbance of vegetation must be avoided, if possible. Where vegetation is disturbed outside of the area covered by any road or structure construction, it must be reestablished immediately upon completion of the activity and must be maintained.

(29) A vegetated area at least 25 feet wide must be established and maintained between any new stormwater outfall structure and the high water line of any open water body. A velocity reducing structure must be constructed at the outlet of the stormwater outfall that will create sheet flow of stormwater, and prevent erosion of soil within the vegetated buffer. If the 25 foot vegetated buffer is not practicable, the applicant must explain the reason for a lesser setback in writing. Approval from the DEP must be in writing and any recommendations must be incorporated into the activity.

C. Definitions. The following terms, as used in this chapter, have the following meanings, unless the context indicates otherwise:

(1) Diversion. A rerouting of a river, stream or brook to a location outside of its established channel.

(2) Fill. a. (verb) To put into or upon, supply to, or allow to enter a water body or wetland any earth, rock, gravel, sand, silt, clay, peat, or debris; b. (noun) Material, other than structures, placed in or immediately adjacent to a wetland or water body.

(3) Floodplain wetlands. Freshwater wetlands that are inundated with flood water during a 100-year flood event based on flood insurance maps produced by the Federal Emergency Agency or other site specific information.

(4) Riprap. Rocks that are fit into place, usually without mortar, on a slope as defined in the State of Maine, Department of Transportation, Standard Specifications for Highway and Bridges, revision of April 1995.

Applicant: General Public, State of Maine
Permit Number: NAE-2005-2164

Effective Date: October 11, 2005
Expiration Date: October 11, 2010

DEPARTMENT OF THE ARMY
PROGRAMMATIC GENERAL PERMIT
STATE OF MAINE

The New England District of the U.S. Army Corps of Engineers hereby issues a Programmatic General Permit (PGP) that expedites review of minimal impact work in coastal and inland waters and wetlands within the State of Maine.

I. GENERAL CRITERIA

Activities with minimal impacts, as specified by the terms and conditions of this PGP and on the attached Appendix A, Definition of Categories, are either:

Category 1: Non-reporting. Eligible without screening (provided the authorizations are obtained which this permit states are necessary for activities to be eligible for authorization under this non-reporting category), or,

Category 2: Reporting. Require screening and a written determination of eligibility under the PGP by the Corps after coordination with the U.S. Fish and Wildlife Service (U.S. FWS), U.S. Environmental Protection Agency (EPA) and the National Marine Fisheries Service (NMFS).

This PGP does not affect the Corps Individual Permit review process or activities exempt from Corps jurisdiction.

II. ACTIVITIES COVERED:

Work and structures that are located in, or that affect, navigable waters of the United States (U.S.) (Corps regulates under Section 10 of the Rivers and Harbors Act of 1899); the discharge of dredged of fill material into waters of the United States (Corps regulates under Section 404 of the Clean Water Act); and the transportation of dredged material for the purpose of disposal in the ocean (Corps regulates under Section 103 of the Marine Protection, Research and Sanctuaries Act).

III. PROCEDURES:

A. State Approvals

For projects authorized pursuant to this PGP, the following State approvals are also required. The applicable permits must be obtained in order for this PGP authorization to be valid (applicants are responsible for ensuring that all required State permits and approvals have been applied for and obtained):

- Maine Department of Environmental Protection (DEP): Natural Resources Protection Act (NRPA) permit, including permit-by-rule and general permit authorizations (NRPA permit issuance constitutes both the state permit and the WQC); Site Location of Development Act permit; and Maine Waterway Development and Conservation Act permit.
- Maine Department of Conservation: Land Use Regulation Commission (LURC) permit.
- Maine Department of Marine Resources: Lease.
- Maine Department of Conservation, Bureau of Parks and Lands, Submerged Lands: Lease

NOTE: This PGP may authorize projects that are not regulated by the State of Maine (e.g., seasonal floats or moorings).

B. Corps Authorizations

CATEGORY 1 (Non-Reporting)

Eligibility Criteria

Activities in Maine may proceed without application or notification to the Corps if they:

- Are subject to Corps jurisdiction (see General Condition 2, Page 7),
- Meet the definition of Category 1 in Appendix A - Definition of Categories, and
- Meet the General Conditions of the PGP (see Pages 7 - 15).

If the State or the Corps does not contact the applicant for DEP's Tier One permits during the DEP's Tier One 30-day review period, Corps approval may be assumed and the project may proceed. Refer to the Federal Screening Procedures (see Page 4) for additional information regarding screening.

Project proponents seeking Category 1 authorizations are not relieved of the obligation to comply with this PGP's General Conditions (see Page 7) and other Federal laws such as the National Historic Preservation Act, the Endangered Species Act (ESA) and the Wild and Scenic Rivers Act. Therefore, consultation with the Corps and/or outside experts such as the Maine Historic Preservation Commission and the appropriate Indian tribes is recommended when there is a high likelihood of the presence of resources of concern.

Although Category 1 projects are non-reporting, the Corps reserves the right to require screening under Category 2 or Individual Permit review if there are concerns for the aquatic environment or any other factor of the public interest (see General Condition 4, Discretionary Authority, Page 7).

Work that is not regulated by the State of Maine, but is subject to Corps jurisdiction, is eligible for Corps authorization under this PGP in accordance with the review thresholds and conditions contained herein. The Maine DEP and LURC have waived WQC for projects authorized under Categories 1 and 2 of this PGP and not subject to jurisdiction under the NRPA and LURC Land Use Districts and Standards.

Enforcement cases. This PGP does not apply to any existing or proposed activity in Corps jurisdiction associated with an on-going Corps or EPA enforcement action until such time as the enforcement action is resolved or the Corps determines that the activity may proceed independently without compromising the enforcement action. The Corps may choose not to accept applications or issue permits to any applicant with outstanding violations.

CATEGORY 2 (Reporting – Requiring Screening)

Eligibility Criteria

Activities in Maine require written approval from the Corps if they:

- Are subject to Corps jurisdiction (see General Condition 2, Page 7),
- Meet the definition of Category 2 in Appendix A - Definition of Categories, and
- Meet the General Conditions of the PGP (see Pages 7 - 15),

These projects will be reviewed through interagency screening (see Federal Screening Procedures below) to determine whether such activities may be authorized under this PGP. To be eligible and

subsequently authorized, an activity must result in minimal impacts to the aquatic environment as determined by the Corps based on comments from the review team and the criteria listed above. Mitigation may be required to compensate for unavoidable impacts to ensure net effects of a project are minimal.

For Category 2 projects, applicants must obtain a written authorization from the Corps and State approvals as stated on Page 1.

To ensure compliance with the conditions of this PGP, consultation with the Corps and outside experts is required. This includes consultation with the Maine Historic Preservation Commission and the appropriate Native American Indian tribes to ensure compliance with Condition 8. Also, note the review thresholds under Category 2 apply to single and complete projects only (see General Condition 5).

Enforcement cases. See previous section.

Application Procedures

The Corps must review and approve in writing all Category 2 activities. Generally, the State will provide the Corps with a copy of State applications received, but it is ultimately the applicant's responsibility to ensure the Corps receives the application from the State. Therefore, it is recommended that applicants either verify with the Corps receipt of their application from the State (DEP or LURC), or apply directly to the Corps with either a copy of their State application or a Corps application (ENG Form 4345). Applicants must apply directly to the Corps using ENG Form 4345 if the work is not State regulated.

Upon receipt of the application, the Corps will determine if it:
(a) requires additional information (see "information typically required" on the following page);
(b) is appropriate for screening with the Federal resource agencies (see Category 2 Federal Screening Procedures on the following page);
(c) is ineligible under the terms and/or conditions of this PGP; or
(d) will require Individual Permit review, regardless of whether the terms and conditions of this PGP are met, based on concerns for the aquatic environment or any other factor of the public interest (see General Condition 4, Discretionary Authority).

If open water disposal is proposed, the Corps will make a suitability determination, fully coordinated with the Federal resource agencies, before coordinating a project at a joint processing meeting.

All Category 2 applicants shall submit a copy of their application materials to the Maine Historic Preservation Commission and the Indian tribe(s) listed on Page 17, at the same time, or before, they apply to the DEP, LURC, or the Corps, to be reviewed for the presence of historic, archaeological or tribal resources in the permit area that the proposed work may affect. Submittals to the DEP or Corps shall include information to indicate that this has been done (a copy of the applicant's cover letter to Maine Historic Preservation Commission and tribes or a copy of the Historic Preservation Commission and tribal response letters is acceptable).

Information Typically Required

The following information may not be necessary for all projects. Please see www.nae.usace.army.mil for a more comprehensive checklist. Select "Regulatory/Permitting," "Forms" and then "Application and Plan Guideline Checklist." Please check with our Maine office for project-specific requirements.

(a) purpose of project;
(b) 8½"x 11" locus map. 8½"x 11" plan views of the entire property, including property lines, and project limits with existing and proposed conditions;
(c) typical cross-section views of all wetland and waterway fill areas and wetland replication areas;
(d) legible, reproducible plans. Show mean low water (MLW), mean high water (MHW) and high tide line (HTL) elevations in navigable waters;
(e) each plan should show the NGVD 1929 equivalent for the project's vertical datum (MLW, MLLW, MHW, HTL or other tidal datum for tidal projects) with the vertical units. Do not use local datum;
(f) wetland delineation for the site, Corps wetland delineation data sheets (see web site), and calculations of waterway and wetland impact areas (see General Condition 2);
(g) delineation of submerged aquatic vegetation, e.g., eel grass beds, in tidal waters;
(h) volume, type and source of fill material to be discharged into waters and wetlands, including the area(s) (in square feet or acres) of fill in wetlands, below ordinary high water in inland waters and below the high tide line in coastal waters;
(i) limits of any Federal Navigation Project in the vicinity and State Plane Coordinates for the limits of the proposed work closest to the Federal Navigation Project;
(j) on-site alternatives analysis. Please contact Corps for guidance;
(k) identify and describe potential impacts to Essential Fish Habitat. See General Condition 11 and contact Corps for guidance;
(l) photographs of wetland/waterway to be impacted.

Information typically required for dredging projects:
(a) sediment testing, including physical (e.g., grain-size analysis), chemical and biological testing. For projects proposing open water disposal, applicants are encouraged to contact the Corps as early as possible regarding sampling and testing protocols. Sampling and testing of sediments without such contact should not occur and, if done, would be at the applicant's risk.
(b) the area in square feet and volume of material to be dredged below mean high water;
(c) existing and proposed water depths;
(d) type of dredging equipment to be used;
(e) nature of material (e.g., silty sand);
(f) any existing sediment grain size and bulk sediment chemistry data for the proposed or any nearby projects;
(g) information on the location and nature of municipal or industrial discharges and occurrence of any contaminant spills in or near the project area, location of the disposal site (include locus sheet);
(h) shellfish survey;
(i) identify and describe potential impacts to Essential Fish Habitat (see General Condition 11);
(j) delineation of submerged aquatic vegetation (e.g., eelgrass beds).

Federal Screening Procedures
The Corps will review all complete applications for Category 2 projects requiring Corps approval at interagency screening meetings (or "joint processing" meetings) with the Federal resource agencies (U.S. FWS, EPA and NMFS) to determine whether such activities may be authorized under this PGP. The Federal resource agencies will comprise the interagency review team. The meetings are held at the Corps every three weeks, or coordinated as necessary to provide applicants with a timely response. The Corps and Federal resource agencies, at the branch chief or equivalent level, may agree on certain activities that do not need to be coordinated at these meetings.

If the Corps and Federal resource agencies determine that the activity is eligible for the PGP, the Corps will send an authorization letter directly to the applicant. The Corps will generally issue an eligibility determination within the State's review period, not to exceed 60 days. If the Corps determines that the activity is not eligible under the PGP or that additional information is required, the Corps will notify the applicant in writing and will send a copy of this notification to DEP or LURC.

For projects reviewed with the Federal resource agencies, the agencies may recommend, within ten business days, either 1) special conditions for projects to avoid or minimize adverse environmental effects and to ensure the terms and conditions of the PGP are met, or 2) Individual Permit review. The Corps will determine that a project is ineligible under this PGP and will begin its Individual Permit review procedures if any one of the Federal resource agencies, within ten business days of the screening meeting, expresses a concern within their area of expertise, states the resource or species that could be impacted by the project, and describes the impacts that, either individually or cumulatively, will be more than minimal.

This ten-day notice may be spoken and is not required to be fully documented, but must be confirmed with a written response within an additional ten working days from the date of the spoken comment. Written responses must be signed by the Federal resource agency field supervisor or branch chief, as appropriate, and must identify the affected resource within their area of expertise. The intent of the spoken notification is to allow the Corps to give timely notification to the applicant that additional information is needed and/or an Individual Permit may be required. The Corps may reinstate a project's eligibility under the PGP provided the Federal agencies' concerns are satisfied. The Federal resource agencies may request additional information within their area of expertise within ten business days of the screening meeting. This information shall be commensurate to the level of impact and agreed upon by the Corps. The agencies are allowed an additional ten business days after their receipt of additional information to provide special conditions or a written Individual Permit request to the Corps.

If the applicant is unable to resolve the concerns, the Corps, independently or at the request of the Federal resource agencies, will require an Individual Permit for the project. The applicant will be notified of this in writing, along with information about submitting the necessary application materials.

Minerals Management Service (MMS) Review

Projects with construction of solid fill structures or discharge of fill that may extend beyond the coastline or the baseline from which the territorial sea is measured (i.e., mean low water), must be coordinated with Minerals Management Service (MMS), Outer Continental Shelf (OCS) Survey Group, pursuant to the Submerged Lands Act (43 USC, Section 1301-1315, 33 CFR 320.4(f)). The Corps will forward project information to MMS for their review. The MMS will coordinate their determination with the Department of the Interior (DOI) Solicitor's Office. The DOI will have 15 calendar days from the date MMS is in receipt of project information to determine if the baseline will be affected. No notification to the Corps within 15-day review period will constitute a "no effect" determination. Otherwise, the solicitor's notification to the Corps may be spoken but must be followed with a written confirmation within ten business days from the date of the spoken notification. This procedure will be eliminated if the State of Maine provides a written waiver of interest in any increase in submerged lands caused by a change in the baseline resulting from solid fill structures or fills authorized under this PGP.

Emergency Situations Procedures

Emergency situations are limited to sudden, unexpected occurrences that could potentially result in an unacceptable hazard to life, a significant loss of property, or an immediate, unforeseen, and significant economic hardship if corrective action requiring a permit is not undertaken within a time period less than the normal time needed to process an application under standard procedures. If an emergency situation requires action in less than 30 days after the occurrence, it qualifies for the amended notification procedures described below.

Notification Procedures for Emergency Situations:

Any project proponent may request emergency authorization from the Corps, however the Corps will determine if a project qualifies for these emergency situation procedures. The Federal resource agencies, the Maine Historic Preservation Commission and the tribes will each designate an emergency contact and an alternate in the event the regular contact is unavailable. When an application for Category 2 work is received that the Corps determines is an "emergency" as defined above, the Corps will fax a copy of the plans and Determination of Eligibility to the agency representatives and their alternates. The resource agencies would then have 16 business hours to notify the Corps if they have any comments on authorization of the project under the PGP. Objections to the Corps determination of an "emergency" situation will not be accepted. If no response is received within 16 business hours, the Corps will proceed with a decision on the application. If the resource agencies have comments on the proposal, they will have 16 business hours to put their comments in writing. If written comments from the Federal agencies are not received within 16 business hours, the Corps will proceed with a decision on the application.

If a Federal agency requests that an Individual Permit be required for a project or requests modifications to the project based on concerns within their area(s) of expertise, the Corps will notify the applicant within one business day of receipt of that request that the project as proposed does not qualify for authorization under this PGP and the emergency Individual Permit procedures may be followed. In any event, the Corps will notify the applicant within 16 business hours of commencement of the screening process as to whether the project may proceed under this PGP.

IV. CORPS AUTHORIZATION: INDIVIDUAL PERMIT

Work that is defined in the Individual Permit category of Appendix A – Definition of Categories, or that does not meet the terms and conditions of this PGP, will require an application for an Individual Permit from the Corps (see 33 CFR Part 325.1). The screening procedures outlined for Category 2 projects will only serve to delay project review in such cases. The applicant should submit the appropriate application materials (including the Corps application form) at the earliest possible date. General information and application forms can be obtained at our web site or by calling us (see Page 16). Individual water quality certification and coastal zone management consistency concurrence are required when applicable from the State of Maine before Corps permit issuance. The Federal resource agencies' comments are due within ten working days after the Public Notice's expiration date, unless the Corps receives and approves a written request for a time extension within ten working days after the notice's expiration.

V. PROGRAMMATIC GENERAL PERMIT CONDITIONS:

The following conditions apply to activities authorized under this Maine PGP, including all Category 1 (non-reporting) and Category 2 (reporting – requiring screening) activities:

General Requirements

1. Other Permits. Authorization under this PGP does not obviate the need to obtain other Federal, State, or local authorizations required by law. This includes, but is not limited to, the project proponent obtaining a Flood Hazard Development Permit issued by the town, if necessary. Inquiries may be directed to the municipality or to the Maine Floodplain Management Coordinator at (207) 287-8063. See http://www.maine.gov.

2. Federal Jurisdictional Boundaries. Applicability of this PGP shall be evaluated with reference to Federal jurisdictional boundaries. Applicants are responsible for ensuring that the boundaries used satisfy the Federal criteria defined at 33 CFR 328-329. These sections prescribe the policy, practice and procedures to be used in determining the extent of jurisdiction of the Corps concerning "waters of the U.S." and "navigable waters of the U.S." Wetland boundaries shall be delineated in accordance with the January 1987 Corps of Engineers Wetlands Delineation Manual, located at http://www.usace.army.mil/inet/functions/cw/cecwo/reg/ wlman87.pdf. The U.S. FWS publishes the National List of Plant Species that Occur in Wetlands, located at http://www.nwi.fws.gov. The Natural Resources Conservation Service (NRCS) develops the hydric soil definition and criteria, and publishes the current hydric soil lists, located at http://soils.usda.gov/use/hydric/.

3. Minimal Effects. Projects authorized by this PGP shall have no more than minimal individual and cumulative adverse environmental impacts as determined by the Corps.

4. Discretionary Authority. Notwithstanding compliance with the terms and conditions of this permit, the Corps retains discretionary authority to require Category 2 or Individual Permit review based on concerns for the aquatic environment or for any other factor of the public interest [33 CFR 320.4(a)]. This authority is invoked on a case-by-case basis whenever the Corps determines that the potential consequences of the proposal warrant Individual Permit review based on the concerns stated above. This authority may be invoked for projects with cumulative environmental impacts that are more than minimal or if there is a special resource or concern associated with a particular project that is not already covered by the remaining conditions of the PGP and that warrants greater review. Whenever the Corps notifies an applicant that an Individual Permit may be required, authorization under this PGP is void and no work may be conducted until the individual Corps permit is obtained or until the Corps notifies the applicant that further review has demonstrated that the work may proceed under this PGP.

5. Single and Complete Projects. This PGP shall not be used for piecemeal work and shall be applied to single and complete projects. All components of a single project shall be treated together as constituting one single and complete project and/or all planned phases of a multi-phased project (e.g., subdivisions should include all work such as roads, utilities, and lot development) unless the Corps determines that a component has independent utility. (The *Independent Utility* test is used to determine what constitutes a single and complete project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.) For linear projects, such as power lines or pipelines with multiple

crossings, the "single and complete project" (i.e., single and complete crossing) will apply to each crossing of a separate water of the U.S. (i.e., single waterbody) at that location; except that for linear projects crossing a single waterbody several times at separate and distant locations, each crossing is considered a single and complete project, and may be reviewed for Category 1 eligibility. (However, individual channels in a braided stream or river, or individual arms of a large, irregularly-shaped wetland or lake, etc., are not separate waterbodies.) If any crossing requires a Category 2 activity, then the entire linear project shall be reviewed as one project under Category 2. Also, this PGP shall not be used for any activity that is part of an overall project for which an Individual Permit is required, unless the Corps determines the activity has independent utility.

6. Permit On-Site. For Category 2 projects, the permittee shall ensure that a copy of this PGP and the accompanying authorization letter are at the work site (and the project office) authorized by this PGP whenever work is being performed, and that all personnel with operation control of the site ensure that all appropriate personnel performing work are fully aware of its terms and conditions. The entire permit authorization shall be made a part of any and all contracts and sub-contracts for work that affects areas of Corps jurisdiction at the site of the work authorized by this PGP. This shall be achieved by including the entire permit authorization in the specifications for work. The term "entire permit authorization" means this PGP and the authorization letter (including its drawings, plans, appendices and other attachments) and also includes permit modifications. If the authorization letter is issued after the construction specifications, but before receipt of bids or quotes, the entire permit authorization shall be included as an addendum to the specifications. If the authorization letter is issued after receipt of bids or quotes, the entire permit authorization shall be included in the contract or sub-contract as a change order. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions contained within the entire PGP authorization, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps jurisdiction.

National Concerns

7. St. John/St. Croix Rivers. This covers work within the Saint John and Saint Croix River basins that requires approval of the International Joint Commission. This includes any temporary or permanent use, obstruction or diversion of international boundary waters which could affect the natural flow or levels of waters on the Canadian side of the line, as well as any construction or maintenance of remedial works, protective works, dams, or other obstructions in waters downstream from boundary waters when the activity could raise the natural level of water on the Canadian side of the boundary.

8. Historic Properties. Any activity authorized by this PGP shall comply with Section 106 of the National Historic Preservation Act. Information on the location and existence of historic resources can be obtained from the Maine Historic Preservation Commission, the National Register of Historic Places, and the Penobscot, Passamaquoddy, Micmac, and Maliseet Tribal Historic Preservation Officers. See Page 17 for historic properties contacts. If the permittee, either prior to construction or during construction of the work authorized herein, encounters a previously unidentified archaeological or other cultural resource, within the area subject to Department of the Army jurisdiction, that might be eligible for listing in the National Register of Historic Places, he/she shall stop work and immediately notify the District Engineer and the Maine Historic Preservation Commission and/or applicable Tribe(s).

9. National Lands. Activities authorized by this PGP shall not impinge upon the value of any National Wildlife Refuge, National Forest, National Marine Sanctuary, National Park or any other area administered by the National Park Service.

10. Endangered Species. No activity may be authorized under this PGP which:

- is likely to adversely affect a threatened or endangered species, a proposed species, designated critical habitat, or proposed critical habitat as identified under the Federal ESA,
- would result in a "take" of any threatened or endangered species of fish or wildlife, or
- would result in any other violation of Section 9 of the ESA protecting threatened or endangered species of plants.

Applicants shall notify the Corps if any listed species or critical habitat, or proposed species or critical habitat, is in the vicinity of the project and shall not begin work until notified by the District Engineer (DE) that the requirements of the ESA have been satisfied and that the activity is authorized. Information on the location of threatened and endangered species and their critical habitat can be obtained from the U.S. FWS and NMFS (see Page 16 for addresses).

11. Essential Fish Habitat. As part of the PGP screening process, the Corps will coordinate with NMFS in accordance with the 1996 amendments to the Magnuson-Stevens Fishery Conservation and Management Act to protect and conserve the habitat of marine, estuarine and anadromous finfish, mollusks, and crustaceans. This habitat is termed "Essential Fish Habitat (EFH)", and is broadly defined to include "those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity." Applicants may be required to describe and identify potential impacts to EFH. Conservation recommendations made by NMFS will normally be included as a permit requirement by the Corps. For additional information, see the EFH regulations at 50 CFR Part 600 (http://www.nmfs.noaa.gov). Additional information on the location of EFH can be obtained from NMFS (see Page 16 for contact information).

Any work in any aquatic habitat in the following rivers and streams, including all tributaries to the extent that they are currently or were historically accessible for salmon migration, shall not be authorized under Category 1 of the PGP and must be screened for potential impacts to EFH.

Androscoggin River	Hobart Stream	Passagassawaukeag River	Saco River
Aroostook River	Kennebec River	Patten Stream	Sheepscot River
Boyden River	Machias River	Penobscot River	St. Croix River
Dennys River	Narraguagus River	Pleasant River	Tunk Stream
Ducktrap River	Orland River	Presumpscot River	Union River
East Machias River			

12. Wild and Scenic Rivers. Any activity that occurs in a component of, or within 0.25 mile up or downstream of, the main stem or tributaries of a river segment of the National Wild and Scenic River System, must be reviewed by the Corps under the procedures of Category 2 of this PGP regardless of size of impact. This condition applies to both designated Wild and Scenic Rivers and rivers designated by Congress as study rivers for possible inclusion while such rivers are in an official study status. The Corps will consult with the National Park Service (NPS) with regard to potential impacts of the proposed work on the resource values of the Wild and Scenic River. The culmination of this coordination will be a determination by the NPS and the Corps that the work: (1) may proceed as proposed; (2) may proceed with recommended conditions; or (3) could pose a direct and adverse effect on the resource values of the river and an individual permit is required. If

preapplication consultation between the applicant and the NPS has occurred whereby NPS has made a determination that the proposed project is appropriate for authorization under this PGP (with respect to Wild and Scenic River issues), this determination should be furnished to the Corps with submission of the application. (See NPS address on Page 16.) National Wild and Scenic Rivers System segments for Maine as of September 2005 include: Allagash River beginning at Telos Dam continuing to Allagash checkpoint at Eliza Hole Rapids, approximately 3 miles upstream of the confluence with the St. John River (length = 92 miles).

13. Federal Navigation Project. Any structure or work that extends closer to the horizontal limits of any Corps Federal Navigation Project (See Appendix B) than a distance of three times the project's authorized depth shall be subject to removal at the owner's expense prior to any future Corps dredging or the performance of periodic hydrographic surveys.

14. Navigation. (a) There shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein and no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized herein. (b) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

15. Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following: (a) damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes; (b) damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States (U.S.) in the public interest; (c) damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit; (d) design or construction deficiencies associated with the permitted work; (e) damage claims associated with any future modification, suspension, or revocation of this permit.

Minimization of Environmental Impacts

16. Minimization. Discharges of dredged or fill material into waters of the United States, including wetlands, shall be avoided and minimized to the maximum extent practicable. Permittees may only fill those jurisdictional wetlands that the Corps authorizes to be filled and impact those wetlands that the Corps authorizes as secondary impacts. For coastal structures such as piers and docks, the height above the marsh at all points should be equal to or exceed the width of the deck. The height shall be measured from the marsh substrate to the bottom of the longitudinal support beam. This will help ensure sunlight reaches the area beneath the structure.

17. Heavy Equipment in Wetlands. Heavy equipment, other than fixed equipment (drill rigs, fixed cranes, etc.), working within wetlands shall not be stored, maintained or repaired in wetlands unless it is less environmentally damaging otherwise, and as much as possible shall not be operated there. Where construction requires heavy equipment operation in wetlands, the equipment shall

either have low ground pressure (<3 psi), or shall not be located directly on wetland soils and vegetation; it shall be placed on swamp or timber mats that are adequate to support the equipment in such a way as to minimize disturbance of wetland soil and vegetation. (See General Condition 18 below.) Other support structures that are less impacting and are capable of safely supporting equipment may be used with written Corps authorization. Similarly, not using mats during frozen, dry or other conditions may be allowed with written Corps authorization. An adequate supply of spill containment equipment shall be maintained on site.

NOTE: "Swamp mats" is a generic term used to describe structures that distribute equipment weight to prevent wetland damage while facilitating passage and providing work platforms for workers and equipment. They are comprised of sheets or mats made from a variety of materials in various sizes, and they include large timbers bolted or cabled together (timber mats). Corduroy roads, which are not considered to be swamp mats, are cut trees and/or saplings with the crowns and branches removed, and the trunks lined up next to one another.

18. Temporary Fill. Fill placed into waters of the U.S. (including wetlands) totaling greater than or equal to 4,300 SF (15,000 SF if a DEP Tier One Permit is issued) in total area (i.e., the sum of permanent and temporary fill areas) exceeds the Category 1 threshold and may not be discharged without written authorization from the Corps. When temporary fill is used (e.g., access roads, swamp mats, cofferdams), it shall be stabilized and maintained during construction in such a way as to prevent soil eroding into portions of waters of the U.S. where it is not authorized. Swamp or timber mats (see Gen.Cond. 17 above) are considered as temporary fill when they are removed immediately upon work completion. The area must be restored in accordance with Gen.Cond. 19.

- Unconfined temporary fill authorized for discharge into flowing water (rivers and streams) shall consist only of clean washed stone.
- Temporary fill authorized for discharge into wetlands shall be placed on geotextile fabric laid on the pre-construction wetland grade. (Swamp and timber mats are excluded from this requirement.)
- Temporary fill shall be removed as soon as it is no longer needed, and it shall be disposed of at an upland site and suitably contained to prevent subsequent erosion into waters of the U.S.
- Waters of the U.S. where temporary fill was discharged shall be restored (see Gen.Cond. 19).
- No temporary work shall drain a water of the U.S. by providing a conduit for water on or below the surface.

19. Restoration.

- Upon completion of construction, all disturbed wetland areas (the disturbance of these areas must be authorized) shall be stabilized with a wetland seed mix containing only plant species native to New England.
- The <u>introduction</u> or <u>spread</u> of invasive plant species in disturbed areas shall be controlled.
- In areas of authorized temporary disturbance, if trees are cut they shall be cut at ground level and not uprooted in order to prevent disruption to the wetland soil structure and to allow stump sprouts to revegetate the work area, unless otherwise authorized.
- Wetland areas where permanent disturbance is not authorized shall be restored to their original condition and elevation, which under no circumstances shall be higher than the pre-construction elevation. Original condition means careful protection and/or removal of existing soil and vegetation, and replacement back to the original location such that the original soil layering and vegetation schemes are approximately the same, unless otherwise authorized.

20. Coastal Bank Stabilization. Projects involving construction or reconstruction/maintenance of bank stabilization structures within Corps jurisdiction should be designed to minimize environmental effects, effects to neighboring properties, scour, etc. to the maximum extent practicable. For example, vertical bulkheads should only be used in situations where reflected wave energy can be tolerated. This generally eliminates bodies of water where the reflected wave energy may interfere with or impact on harbors, marinas, or other developed shore areas. A revetment is sloped and is typically employed to absorb the direct impact of waves more effectively than a vertical seawall. It typically has a less adverse effect on the beach in front of it, abutting properties and wildlife. For more information, see the Corps Coastal Engineering Manual (supersedes the Shore Protection Manual), located at http://chl.erdc.usace.army.mil. Select "Products/ Services," "Publications." Part 5, Chapter 7-8, a(2)c is particularly relevant.

21. Sedimentation and Erosion Control. Adequate sedimentation and erosion control management measures, practices and devices, such as phased construction, vegetated filter strips, geotextile silt fences, hay bales or other devices, shall be installed and properly maintained to reduce erosion and retain sediment on-site during and after construction. They shall be capable of preventing erosion, of collecting sediment, suspended and floating materials, and of filtering fine sediment. These devices must be removed in a timely manner upon completion of work, but not until the disturbed areas have been stabilized. The sediment collected by these devices shall be removed and placed at an upland location in a manner that will prevent its later erosion into a waterway or wetland. All exposed soil and other fills shall be permanently stabilized at the earliest practicable date.

22. Waterway Crossings.
(a) All temporary and permanent crossings of waterbodies (waterways and wetlands) shall be suitably culverted, bridged, or otherwise designed to withstand and to prevent the restriction of high flows, to maintain existing low flows, and to not obstruct the movement of aquatic life indigenous to the waterbody beyond the actual duration of construction. (NOTE: Areas of fill and/or cofferdams must be included in total waterway/wetlands impacts to determine applicability of this PGP).
(b) Aquatic Life Movements. No activity may substantially disrupt the necessary life-cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. For new permanent crossings, open bottom arches, bridge spans or embedded culverts are generally preferred over traditional culverts and should be installed when practicable. Coordination with the Corps is recommended for Category 1 projects when site constraints (e.g., placing footings) may render open bottom arches, bridge spans or embedded culverts impractical. In these cases, well-designed culverts may actually perform better. Culverts shall be installed with their inverts embedded below existing streambed grade to avoid "hanging" and associated impediments to fish passage. The "Design of Road Culverts for Fish Passage" provides design guidance and is available at www.nae.usace.army.mil, "Regulatory/Permitting," "Other."
(c) Culverts at waterbody crossings shall be installed in such a manner as to preserve hydraulic connectivity, at its present level, between the wetlands on either side of the road. The permittee shall take necessary measures to correct wetland damage due to lack of hydraulic connectivity.
(d) Culverts and bridges shall span the waterway a minimum of 1.2 times the bankfull width in probable fish bearing waterways to qualify as a Category 1 non-reporting activity. See "Design of Road Culverts for Fish Passage," referenced in (b) above, for information on bankfull width.

(e) Projects using slip lining (retrofitting an existing culvert by inserting a smaller diameter pipe), plastic pipes, and High Density Polyethylene Pipes (HDPP) are not allowed as non-reporting Category 1 activities, either as new work or maintenance activities.
(f) Waterbody crossings shall be culverted to at least municipal or State standards. The Maine DEP's stream crossing standards are at 06-096, Chapter 305: Permit by Rule, Section 10. Stream crossings (bridges, culverts and fords).
(g) Waterway crossings proposed by the Maine Dept. of Transportation should conform to the MDOT Fish Passage Policy and Design Guides.
(h) Construction equipment shall not cross streams without the use of temporary bridges, culverts, or cofferdams.
(i) For projects that otherwise meet the terms of Category 1, in-stream construction work shall be conducted during the low flow period July 15 - October 1 in any year. Projects that are not to be conducted during that time period are ineligible for Category 1 and shall be screened pursuant to Category 2, regardless of the waterway and wetland fill and/or impact area.

23. Discharge of Pollutants. All activities involving any discharge of pollutants into waters of the U.S. authorized under this PGP shall be consistent with applicable water quality standards, effluent limitations, standards of performance, prohibitions, and pretreatment standards and management practices established pursuant to the CWA (33 USC 1251) and applicable State and local laws. If applicable water quality standards, limitations, etc., are revised or modified during the term of this PGP, the authorized work shall be modified to conform with these standards within six months of the effective date of such revision or modification, or within a longer period of time deemed reasonable by the District Engineer in consultation with the Regional Administrator of the EPA. Applicants may presume that State water quality standards are met with the issuance of a LURC or DEP NRPA permit.

24. Spawning Areas. Discharges of dredged or fill material, and/or suspended sediment producing activities in fish and shellfish spawning or nursery areas and amphibian and waterfowl breeding areas during spawning or breeding seasons shall be avoided. During all times of year, impacts to these areas shall be avoided or minimized to the maximum extent practicable.

25. Storage of Seasonal Structures. Coastal structures, such as pier sections and floats, that are removed from the waterway for a portion of the year (often referred to as seasonal structures) shall be stored in an upland location located above mean high water (MHW) and not in tidal wetlands. These seasonal structures may be stored on the fixed, pile-supported portion of the structure that is seaward of MHW. This is intended to prevent structures from being stored on the marsh substrate and the substrate seaward of MHW. Seasonal storage of structures in navigable waters, e.g., in a protected cove on a mooring, requires Corps and local harbormaster approval.

26. Environmental Functions and Values. The permittee shall make every reasonable effort to carry out the construction or operation of the work authorized herein in a manner so as to maintain as much as is practicable, and minimize any adverse impacts on existing fish, wildlife, and natural environmental functions and values.

27. Protection of Vernal Pools. Impacts to uplands in proximity (within 500 feet) to the vernal pools referenced in Appendix A - Definitions of Categories, shall be minimized to the maximum extent possible.

Procedural Conditions

28. Cranberry Development Projects. For cranberry development projects authorized under the PGP, the following conditions apply:

- If a cranberry bog is abandoned for any reason, the area must be allowed to revert to natural wetlands unless an Individual Permit is obtained from the Corps allowing the discharge of fill for an alternate use.
- No stream diversion shall be allowed under this permit.
- No impoundment of perennial streams shall be allowed under this permit.
- The project shall be designed and constructed to not cause flood damage on adjacent properties.

29. Inspections. The permittee shall allow the District Engineer (DE) or his authorized representative(s) to make periodic inspections at any time deemed necessary in order to ensure that the work is being performed in accordance with the terms and conditions of this permit. The DE may also require post-construction engineering drawings for completed work and post-dredging survey drawings for any dredging work.

30. Work Start Notification Form and Compliance Certification. Every permittee who receives a written Category 1 or 2 PGP authorization from the Corps must submit a 1) Work Start Notification Form (WSNF) two weeks before work commencement, and 2) signed 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). The Corps will forward the blank WSNF and Compliance Certification Form with the authorization letter. The Compliance Certification Form will include: (a) a statement that the authorized work was done in accordance with the Corps authorization, including any general or specific conditions; (b) a statement that any required mitigation was completed in accordance with the permit conditions; and (c) the signature of the permittee certifying the completion of the work and mitigation.

31. Maintenance. The permittee shall maintain the work or structures authorized herein in good condition and in conformance with the terms and conditions of this permit. This does not include maintenance of dredging projects. Maintenance dredging is subject to the review thresholds in Appendix A and/or any conditions included in a written Corps authorization. Maintenance dredging includes only those areas and depths previously authorized and dredged. Some maintenance activities may not be subject to regulation under Section 404 in accordance with 33 CFR 323.4(a)(2).

32. Property Rights. This permit does not convey any property rights, either in real estate or material, or any exclusive privileges, nor does it authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations. If property associated with work authorized by the PGP is sold, the PGP authorization is automatically transferred to the new property owner. The new property owner should provide this information to the Corps in writing. No acknowledgement from the Corps is necessary.

33. Modification, Suspension, and Revocation. This permit may be either modified, suspended, or revoked, in whole or in part, pursuant to the policies and procedures of 33 CFR 325.7. Any such action shall not be the basis for any claim for damages against the United States.

34. Restoration. The permittee, upon receipt of a notice of revocation of authorization under this permit, shall restore the wetland or waterway to its former condition without expense to the United States and as directed by the Secretary of the Army or his authorized representative. If the permittee fails to comply with such a directive, the Secretary or his designee may restore the wetland or waterway to its former condition, by contract or otherwise, and recover the cost from the permittee.

35. Special Conditions. The Corps, independently or at the request of the Federal resource agencies, may impose other special conditions on a project authorized pursuant to this general permit that are determined necessary to minimize adverse environmental effects or based on any other factor of the public interest. Failure to comply with all conditions of the authorization, including special conditions, will constitute a permit violation and may subject the permittee to criminal, civil, or administrative penalties or restoration.

36. False or Incomplete Information. If the Corps makes a determination regarding the eligibility of a project under this permit and subsequently discovers that it has relied on false, incomplete, or inaccurate information provided by the permittee, the permit shall not be valid and the government may institute appropriate legal proceedings.

37. Abandonment. If the permittee decides to abandon the activity authorized under this general permit, unless such abandonment is merely the transfer of property to a third party, he/she must restore the area to the satisfaction of the District Engineer.

Duration of Authorization/Grandfathering:

38. Duration of Authorization. This PGP expires five years from the effective date listed at the top of Page 1. Activities authorized under Category 1 of this PGP that have commenced (i.e., are under construction) or are under contract to commence in reliance upon this PGP's authorization will remain authorized provided the activity is completed within 12 months of the PGP's expiration date. Activities authorized under Category 2 of this PGP will remain authorized in accordance with the project-specific date that the Corps provides to the permittee in the PGP authorization letter, unless:
(a) The PGP is either modified or revoked, or
(b) Discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 CFR 325.2 (e)(2).

39. Previously Authorized Activities.
(a) Activities completed under the authorizations of past PGPs that were in effect at the time the activity was completed will continue to be authorized by those PGPs.
(b) Completed projects that have received written verification or approval from the Corps, based on applications made to the Corps prior to issuance of this PGP or the previous nationwide permits, regional general permits, or letters of permission shall remain authorized as specified in each authorization.
(c) Activities authorized pursuant to 33 CFR Part 330.3 ("Activities occurring before certain dates") are not affected by this PGP.

VI. CONTACTS FOR MAINE PROGRAMMATIC GENERAL PERMIT:

1. FEDERAL

U.S. Army Corps of Engineers
Maine Project Office
675 Western Avenue #3
Manchester, Maine 04351
(207) 623-8367
(207) 623-8206 (fax)

Federal Endangered Species
U.S. Fish and Wildlife Service
Maine Field Office
1168 Main Street
Old Town, Maine 04468
(207) 827-5938
207-827-6099 (fax)

Federal Endangered Species & Essential Fish Habitat
National Marine Fisheries Service
One Blackburn Drive
Gloucester, Massachusetts 01939
(978) 281-9102
(978) 281-9301 (fax)

Wild and Scenic Rivers
National Park Service
North Atlantic Region
15 State Street
Boston, Massachusetts 02109
(617) 223-5203

Bridge Permits
Commander (obr)
First Coast Guard District
One South Street - Battery Bldg
New York, New York 10004
(212) 668-7021

2. STATE OF MAINE

Maine Department of Environmental Protection
(For State Permits & Water Quality Certifications)
Division of Land Resource Regulation
Bureau of Land and Water Quality
17 State House Station
Augusta, Maine 04333
(207) 287-2111

Southern Maine Regional Office
312 Canco Road
Portland, Maine 04103
(201) 822-6300

Eastern Maine Regional Office
106 Hogan Road
Bangor, Maine 04401
(207) 941-4570

Northern Maine Regional Office
1235 Central Drive - Skyway Park
Presque Isle, Maine 04769
(207) 764-0477

Maine Land Use Regulation Commission (LURC)
[call (800) 452-8711 for appropriate LURC office]
22 State House Station
Augusta, ME 04333-0022
(207) 287-2631
(207) 287-7439 (fax)

45 Radar Road
Ashland, ME 04732-3600
(207) 435-7963
(207) 435-7184 (fax)

Lakeview Drive
P.O. Box 1107
Greenville, ME 04441
(207) 695-2466
(207) 695-2380 (fax)

(For CZM Determinations)
State Planning Office
Coastal Program
184 State Street
State House Station 38
Augusta, Maine 04333
(207) 287-1009

(For Submerged Lands Leases)
Maine Department of Conservation
Bureau of Parks and Lands
22 State House Station
Augusta, Maine 04333
(207) 287-3061

191 Main Street
East Millinocket, ME 04430
(207) 746-2244
(207) 746-2243

(For Aquaculture Leases)
Maine Department of Marine Resources
P.O. Box 8
West Boothbay Harbor, Maine 04575
(207) 633-9500

3. HISTORIC PROPERTIES

Maine Historic Preservation Commission
State House Station 65
Augusta, Maine 04333-0065
(207) 287-2132
(207) 287-2335 (fax)

Aroostook Band of Micmacs
Attn: Mr. Williams Phillips, Chief
7 Northern Road
Presque Isle, Maine 04769
(207) 764-1972
(207) 764-7667 (fax)

Houlton Band of Maliseet Indians
Attn: Tribal Chief
88 Bell Road
Littleton, Maine 04730
(207) 532-4273, x215
(207) 532-2660 (fax)

Passamaquoddy Tribe of Indians
Pleasant Point Reservation
Attn: Tribal Council
P.O. Box 343
Perry, Maine 04667
(207) 853-2600
(207) 853-6039 (fax)

Passamaquoddy Tribe of Indians
Indian Township Reservation
Attn: Donald Soctomah, THPO
P.O. Box 301
Princeton, Maine 04668
(207) 796-2301
(207) 796-5256 (fax)

Penobscot Indian Nation
Indian Island Reservation
Attn: Ms. Bonnie Newsom, THPO
12 Wabanaki Way
Indian Island, Maine 04468
(207) 817-7471
(207) 817-7450 (fax)

4. ORGANIZATIONAL WEBSITES:

Army Corps of Engineers	www.nae.usace.army.mil (click "Regulatory/Permitting")
Corps of Engineers Headquarters	www.usace.army.mil (click "Services for the Public")
Environmental Protection Agency	www.epa.gov/owow/wetlands/
National Marine Fisheries Service	www.nmfs.noaa.gov
U.S. Fish and Wildlife Service	www.fws.gov
National Park Service	www.nps.gov/rivers/index.html
State of Maine	www.maine.gov
State of Maine -Aquaculture Guidelines	www.maine.gov/dmr/aquaculture/index.htm

for Christine J Gray 10-11-05
District Engineer Date

APPENDIX A: DEFINITION OF CATEGORIES

A. INLAND WATERS AND WETLANDS	**Inland Waters and Wetlands:** Waters that are regulated under Section 404 of the Clean Water Act, including rivers, streams, lakes, ponds and wetlands, and excluding Section 10 Navigable Waters of the U.S. The jurisdictional limits are the ordinary high water (OHW) mark in the absence of adjacent wetlands, beyond the OHW mark to the limit of adjacent wetlands when adjacent wetlands are present, and the wetland limit when only wetlands are present. For the purposes of this PGP, fill placed in the area between the mean high water (MHW) and the high tide line (HTL), and in the bordering and contiguous wetlands[1] to tidal waters are reviewed in the Navigable Waters section. (See II. Navigable Waters on the next page.)		
	CATEGORY 1	**CATEGORY 2**	**INDIVIDUAL PERMIT**
(a) NEW FILL/ EXCAVATION DISCHARGES	<4,300 SF inland waterway and/or wetland fill and associated secondary impacts (e.g., areas drained, flooded, cleared or excavated). Fill area includes all temporary and permanent fill, and excavation discharges (except for incidental fallback). Swamp mats are considered as fill. [See General Condition (GC) 18.] Provided: • In-stream (e.g., rivers, streams, brooks, etc.) work limited to Jul 15 - Oct 1 • In-stream work of up to 4,300 SF of fill below OHW in waterways not designated as EFH for Atlantic salmon (see GC 11, Page 9) and performed in accordance with Maine Permit By Rule standards or a LURC permit. • Waterway crossings shall comply with GC 22. • Projects covered by a DEP Tier One permit with no cumulative impacts >15,000 SF in inland wetlands from previous permits, unauthorized work, and/or other state permits. • Subdivision fill complies with GC 5, Single and Complete Projects (see Page 7). This category excludes: • Dams, dikes or activities involving water diversions.[2] • Non-State approved sediment releases/sluices from dams. • Open trench excavation in flowing waters (see GC 22, Page 12).	4,300 SF to <3 acres inland waterway and/or wetland fill and associated secondary impacts (e.g., areas drained, flooded, cleared or excavated). Fill area includes all temporary and permanent fill, and excavation discharges (except for incidental fallback). Swamp mats filling any area ≥4,300 SF are reviewed in Category 2. (See GC 18, Page 11.) Includes: In-stream work, including crossings (other than spanned crossing as described in Category 1) with any discharge of fill below ordinary high water in perennial waterways designated as EFH for Atlantic salmon. Time of year restrictions determined case-by-case. Projects with proactive restoration as a primary purpose with impacts of any area ≥4,300 SF. The Corps, in consultation with State & Federal agencies, must determine that net adverse effects are not more than minimal. Specific activities with impacts of any area ≥4,300 SF required to affect the containment, stabilization, or removal of hazardous or toxic waste materials that are performed, ordered, or sponsored by a government agency with established legal or regulatory authority. Wetlands must be restored in place.	≥3 acres inland waterway and/or wetland fill and secondary impacts (e.g., areas drained, flooded, cleared or excavated). Fill area includes all temporary and permanent fill, and excavation discharges (except for incidental fallback).[5] EIS required by the Corps. In-stream work exceeding Category 2 limits.

	CATEGORY 1	CATEGORY 2	INDIVIDUAL PERMIT
	• Work in waters designated as EFH for Atlantic salmon (see GC 11, Page 9), unless the waterway is crossed with a span and footprints of the span abutments are outside ordinary high water with no more than 4,300 SF of associated wetland impact. • Work in Special Inland Waters or Wetlands[3] (vernal pools). • Work in special aquatic sites (SAS)[4] other than wetlands. • Work within ¼ mile of a Wild and Scenic River (see GC 12, Page 9). • Work on National Lands (see GC 9, Pg. 9). • Work affecting threatened or endangered species (see GC 10, Page 9) or EFH salmon migration (see GC 11, Page 9).		
(b) BANK STABILIZATION PROJECTS	Inland bank stabilization <100 FT long and <1 CY of fill per linear foot below OHW. Provided: • In-stream work limited to Jul 15 - Oct 1. • No work in special inland waters & wetlands[3] and SAS[4]. • No open trench excavation in flowing waters (see GC 22, Page 12). • No structures angled steeper than 3H:1V allowed. Only rough-faced stone or fiber roll revetments allowed. • No work affects threatened or endangered species (see GC 10, Page 9) or EFH (see GC 11, Page 9).	Inland bank stabilization ≥100 FT long and/or ≥1 CY of fill per linear foot, or any amount with fill in wetlands.	
(c) REPAIR AND MAINTENANCE OF AUTHORIZED FILLS	Repair or maintenance of existing, currently serviceable, authorized fills with no substantial expansion or change in use. *Conditions of the original authorization apply, however minor deviations in fill design allowed.[6]	Replacement of non-serviceable fills, or repair/maintenance of serviceable fill, with expansion <3 acres, or with a change in use.	Replacement of non-serviceable fill, or repair/maintenance of serviceable fill, with expansion ≥1 acre.

II. NAVIGABLE WATERS	**Navigable Waters of the United States**: Waters that are subject to the ebb and flow of the tide and Federally designated navigable rivers (the Penobscot River, Kennebec River, and Lake Umbagog) (Section 10 Rivers and Harbors Act of 1899). The jurisdictional limits are the mean high water (MHW) line in tidal waters and the ordinary high water (OHW) mark in non-tidal portions of the Federally designated navigable rivers. For the purposes of this PGP, fill placed in the area between the mean high water (MHW) and the high tide line (HTL), and in the bordering and contiguous wetlands[1] to tidal waters are also reviewed in this Navigable Waters section.		
	CATEGORY 1	**CATEGORY 2**	**INDIVIDUAL PERMIT**
(a) FILL	Discharges of dredged or fill material incidental to the construction of bridges across navigable waters of the United States, including cofferdams, abutments, foundation seals, piers, and temporary construction and access fills provided the U.S. Coast Guard authorizes such discharges as part of the bridge permit. Causeways and approach fills are not included in this category and require Category 2 or Individual Permit authorization.	<1 acre fill and/or secondary waterway impacts (e.g., areas drained, flooded or cleared). Fill includes temporary and permanent waterway fill. Temporary fill or excavation <1 acre in SAS[4]. Permanent fill or excavation <1,000 SF in SAS[4]. Permanent fill and/or excavation ≥1,000 SF in SAS[5] when associated with a project with proactive restoration as a primary purpose. The Corps, in consultation with Federal & state agencies, must determine that net adverse effects are not more than minimal. Specific activities with impacts of any area required to affect the containment, stabilization, or removal of hazardous or toxic waste materials that are performed, ordered, or sponsored by a government agency with established legal or regulatory authority. Wetlands must be restored in place.	≥1 acre waterway fill and/or secondary waterways or wetland impacts (e.g., areas drained, flooded or cleared). Fill includes temporary and permanent waterway fill. Temporary fill or excavation ≥1 acre in SAS[4]. Permanent fill or excavation ≥1,000 SF in SAS[4] other than as specified in Cat. 2 EIS required by the Corps.
(b) REPAIR AND MAINTENANCE WORK	Repair or maintenance of existing, currently serviceable, authorized structure or fill with no substantial expansion or change in use. *Conditions of the original authorization apply. Must be rebuilt in same footprint, however minor deviations in structure design allowed[6]	Replacement of non-serviceable structures and fills or repair/maintenance of serviceable structures or fills, with fill, replacement or expansion <1 acre, or with a change in use.	Replacement of non-serviceable structures and fills or repair/ maintenance of serviceable structures or fill, with replacement or expansion ≥1 acre.

	CATEGORY 1	CATEGORY 2	INDIVIDUAL PERMIT
(c) DREDGING AND ASSOCIATED DISPOSAL	Maintenance dredging for navigational purposes <1,000 cy with upland disposal. Includes return water from upland contained disposal area. Provided: • Proper siltation controls are used. • Dredging & disposal operation limited to November 1 - January 15. • No impact to special aquatic sites[4]. • No dredging in intertidal areas. • No work affects threatened or endangered species (see GC 10, Page 9) or EFH salmon migration (see GC 11, Page 9).	Maintenance dredging ≥1,000 CY, new dredging <25,000 CY, or projects not meeting Category 1. Includes return water from upland contained disposal areas. Provided: • Disposal includes 1) upland, 2) beach nourishment (above MHW) of any area provided dredging's primary purpose is navigation or sand is from an upland source and Corps, in consultation w/Federal and State agencies, determines the net adverse effects are not more than minimal; and 3) open water & confined aquatic disposal, if Corps, in consultation with Federal and State agencies, finds the material suitable.	Maintenance dredging and/or disposal (any amount) in or affecting a SAS[4]. See II(a) above for dredge disposal in wetlands or waters. New dredging ≥25,000 CY, or any amount in or affecting SAS[4]. Beach nourishment associated with dredging when the primary purpose is not navigation (i.e., aggregate/sand mining) or the material is from an upland source.
(d) MOORINGS	Private, non-commercial, non-rental, single-boat moorings authorized by the local harbormaster. Provided: • Not associated with any boating facility[7] • Not located in a Federal Navigation Project other than a Federal Anchorage. Moorings in Federal Anchorage not associated with a boating facility[7]. • No interference with navigation • Not located in vegetated shallows[8] • Within ¼ mile of the owner's residence or a public access point.[9] Minor relocation of previously authorized moorings and moored floats consistent with Harbormaster recommendations, provided it is also consistent with local regulations, is not located in vegetated shallows, and does not interfere with navigation.	Moorings associated with a boating facility[7]. Moorings that don't meet the terms in Category 1 and don't require an Individual Permit. Moorings located such that they, and/or vessels docked or moored at them, are within the buffer zone of the horizontal limits[10] of a Corps Federal Channel. (See Appendix B.) The buffer zone is equal to three times the authorized depth of that channel.	Moorings within the horizontal limits[10], or with moored vessels that extend, into the horizontal limits of a Federal Navigation Project (See App. B), except those in Federal Anchorages under Category 1. Note: Federal Navigation Projects include both Federal Channels and Federal Anchorages.

	CATEGORY 1	CATEGORY 2	INDIVIDUAL PERMIT
(e) STRUCTURES AND FLOATS	Reconfiguration of existing authorized structures or floats. Provided: • Structures not positioned over vegetated shallows[8] or salt marsh. • Floats supported off substrate at low tide. • No dredging, additional slips or expansion. • No work affects threatened or endangered species (see GC 10, Page 9) or EFH salmon migration (see GC 11, Page 9)..	Private structures or floats, including floatways/skidways, built to access waterway (seasonal and permanent) Expansions to existing boating facilities[7]. Compliance with the following is recommended, but not required: • Pile-supported structures <400 SF, with attached floats totaling ≤200 SF. • Bottom anchored floats ≤200 SF. • Structures are ≤4' wide and have at least a 1:1 height:width ratio[11]. • Floats supported above the substrate during all tides. • Structures & floats not located within 25' of any vegetated shallows[8]. • Moored vessels not positioned over SAS[4]. • No structure located within 25' of the riparian property boundary. • No structure extends across >25% of the waterway width at mean low water. • Not located within the buffer zone of the horizontal limits[10] of a Corps Federal Navigation Project (FNP) (See App. B). The buffer zone is equal to three times the authorized depth of that FNP.	Structures or floats, including floatways/skidways, located such that they and/or vessels docked or moored at them are within the horizontal limits of a Corps Federal Navigation Project (see App. B). Structures and floats associated with a new or previously unauthorized boating facility[7]. Note: Federal Navigation Projects include both Federal Channels and Federal Anchorages.
(f) MISCELLANEOUS	Temporary buoys, markers, floats, etc. for recreational use during specific events, provided they are removed within 30 days after use is discontinued. The placement of aids to navigation and regulatory markers which are approved by and installed in accordance with the requirements of the U.S. Coast Guard. (See 33 CFR part 66, Chapter I, subchapter C)."	Structures or work in or affecting tidal or navigable waters, that are not defined under any of the previous headings listed above. Includes, but is not limited to, utility lines, aerial transmission lines, pipelines, outfalls, boat ramps, floatways/skidways, bridges, tunnels and horizontal directional drilling activities seaward of the MHW line.	EIS required by the Corps. Shellfish/finfish (other than Atlantic salmon), or other aquaculture facilities with more than minimal individual and cumulative impacts to environmental resources or navigation. A 25' eelgrass set back is recommended.

	Oil spill clean-up temporary structures or fill. Fish/wildlife harvesting structures/fill (as defined by 33 CFR 330, App. A-4) Scientific measurement devices and survey activities such as exploratory drilling, surveying and sampling activitities. Does not include oil and gas exploration and fill for roads or construction pads. Shellfish seeding (brushing the flats[12]) projects. Provided: • No work in National Wildlife Refuges. • No work affects threatened or endangered species (see GC 10, Page 9) or EFH salmon migration (see GC 11, Page 9).	Shellfish/finfish (other than Atlantic salmon), or other aquaculture facilities with no more than minimal individual and cumulative impacts to environmental resources or navigation. A 25' eelgrass set back is recommended. Aquaculture guidelines are provided at: www.maine.gov/dmr/aquaculture/index.htm.	Aquaculture guidelines are provided at: www.maine.gov/dmr/aquaculture/index.htm.

[1] **Bordering and Contiguous Wetlands:** A bordering wetland is immediately next to its adjacent waterbody and may lie at, or below, the ordinary highwater mark (MHW in navigable waters) of that waterbody and is directly influenced by its hydrologic regime. Contiguous wetlands extend landward from their adjacent waterbody to a point where a natur or manmade discontinuity exists. Contiguous wetlands include bordering wetlands as well as wetlands that are situated immediately above the ordinary highwater mark and above th normal hydrologic influence of their adjacent waterbody. Note, with respect to the Federally designated navigable rivers, the wetlands bordering and contiguous to the tidally influenced portions of those rivers are reviewed under "II. Navigable Waters."

[2] **Water Diversions:** Water diversions are activities such as bypass pumping or water withdrawals. Temporary flume pipes, culverts or cofferdams where normal flows are maintaine within the stream boundary's confines aren't water diversions. "Normal flows" are defined as no change in flow from pre-project conditions.

[3] **Special Inland Waters and Wetlands:** Vernal Pools - Temporary to permanent bodies of water occurring in shallow depressions that fill during the spring and fall and may dry during the summer. Vernal pools have no permanent or viable populations of predatory fish. Vernal pools provide the primary breeding habitat for wood frogs, spotted salamanders, blue-spotted salamanders, and fairy shrimp, and provide habitat for other wildlife including several endangered and threatened species.

[4] **Special Aquatic Sites:** Includes wetlands and saltmarsh, mudflats, riffles and pools, and vegetated shallows.

[5] **IP Required:** The greater the impacts, the more likely an Individual Permit will be required. The Corps will determine the need for compensatory mitigation on a case-by-case basi

[6] **Maintenance:** Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, or current construction codes or safety standards, which are necessary to make repair, rehabilitation, or replacement are permitted, provided the adverse environmental effects resulting from such repair, rehabilitatior or replacement are minimal. No seaward expansion for bulkheads or any other fill activity is considered Category 1 maintenance. Currently serviceable means useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

[7] **Boating Facilities:** Facilities that provide, rent, or sell mooring space, such as marinas, yacht clubs, boat clubs, boat yards, town facilities, dockominiums, etc.

[8] **Vegetated Shallows:** Subtidal areas that support rooted aquatic vegetation such as eelgrass

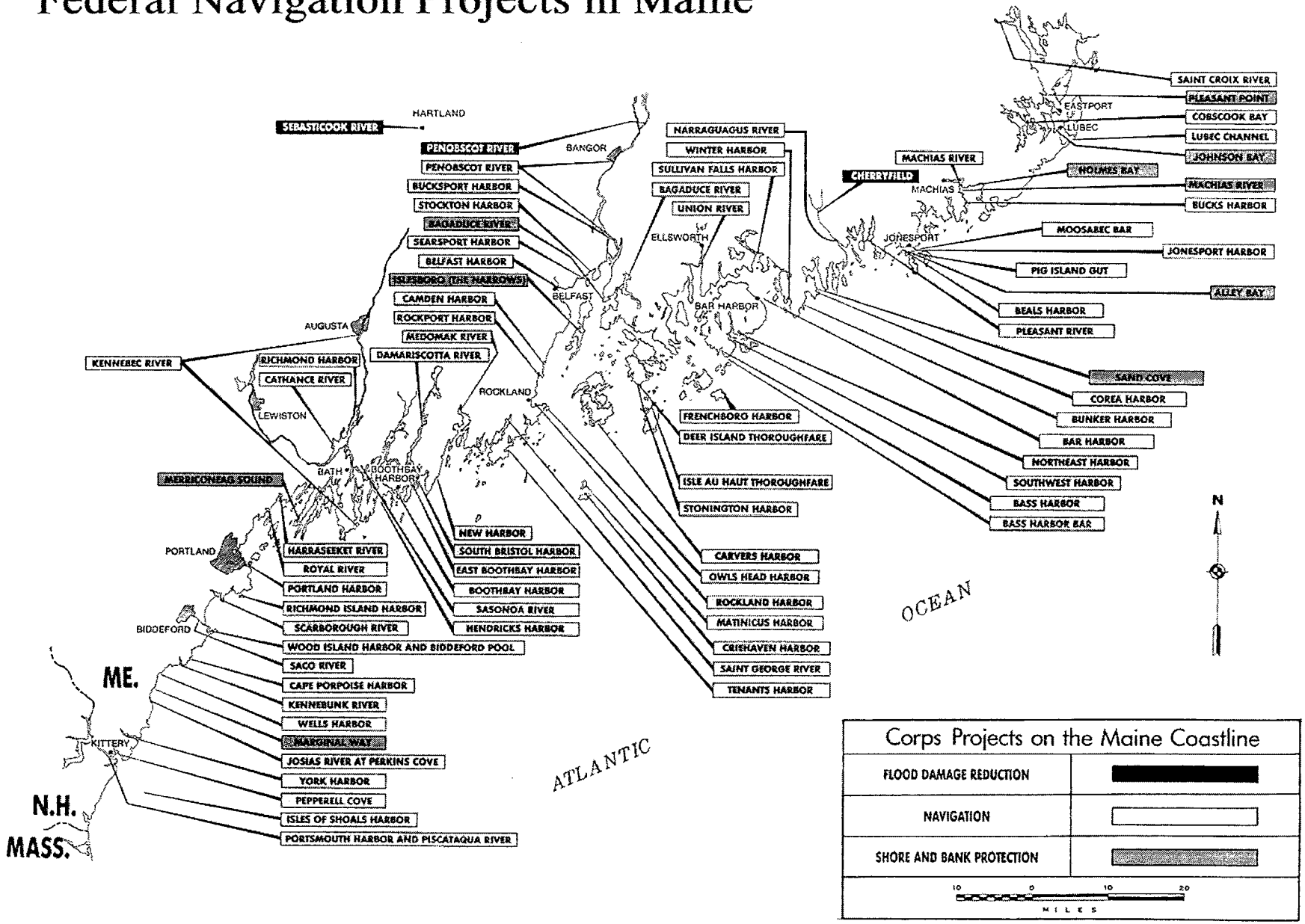
[9] **Mooring Location:** Cannot be at a remote location to create a convenient transient anchorage.

[10] **Horizontal Limits:** The outer edge of a Federal Navigation Project (FNP). Contact the Corps of Engineers for information on FNP's.

[11] **Structures:** The height of structures shall at all points be equal to or exceed the width of the deck. For the purpose of this definition, height shall be measured from the marsh substrate to the bottom of the longitudinal support beam.

[12] **Brushing the Flats:** The placement of tree boughs, wooden lath structure, or small-mesh fencing on mudflats to enhance recruitment of soft-shell clams (*Mya arenaria*).

Federal Navigation Projects in Maine



SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bangor DEP
Land & Water Bureau
106 Hogan Road
Bangor, ME 04401

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

10-20-00

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Dept. of Environmental Protection
106 Hogan Road
Bangor, ME 04401

3. Service Type

☐ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

7005 1820 0007 5467 2871

PS Form 3811, February 2004 Domestic Return Receipt Medeiros Rhonda 102595-02-M-1540

Permits & Cultural Resources Unit
Summary Sheet

PIN #: 10086.00 Town : Medway Permit Member Rhonda Poirier
ENV Coordinator and Date submitted to ENV Coordinator: David Gardner 10/23/06
Database/Projex ☒

☒ **Section 106 and Tribal Consultation**

Architectural Resources	PA ☐	Applicable☒	Approved ☒
Archeological Resources	PA ☐	Applicable☒	Approved ☒
Tribal Consultation	Tribal Letters Sent ☐		Approved ☐

☒ **4(f) and 6(f)**

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

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

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

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

GIS Essential Habitats Checked ☒

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

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

☒ **Land Use Regulation Commission (LURC)** ☒ Not Applicable

No permit	☐	
Notice	☐	Approved ☐
Permit	☐	Approved ☐

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

N/A ☒ Applicable ☐ Approved ☐

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

No permit required ☐

Exempt ☐	(Must use erosion and sediment control and not block fish passage.)	
PBR ☒		Approved ☒
Tier 1 ☐		Approved ☐
Tier 2 ☐		Approved ☐
Individual ☐		Approved ☐

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

No permit required ☐

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

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

Dates instream work is allowed: No instream timing restriction

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☒ Special Provision 656, Erosion Control Plan

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*Boxes marked in red indicate items that are attached and need to be placed in the contract by the Project Manager.