

Updated 12/01/08

FEDERAL PROJECT

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

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

For a Paper Bid:

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

For an Electronic Bid:

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

IN ADDITION, FOR FEDERAL AID PROJECTS:

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

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

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

NOTICE

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

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

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

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

NOTICE

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

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

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

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

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

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

KNOW ALL MEN BY THESE PRESENTS THAT _____

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

as Principal, and _____ as Surety, a

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

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

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

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

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

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

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

_____ and if the Department shall accept said bid

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

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

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

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

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

force, and effect.

Signed and sealed this _____ day of _____ 20_____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

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

NOTICE

Disadvantaged Business Enterprise Proposed Utilization

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

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

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

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

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

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

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

The Contractor Shall:

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

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

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

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

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

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

NOTICE

Maine Department of Transportation Disadvantaged Business Enterprise Program

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

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

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

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

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

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

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

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

Contractor: _____ Telephone: _____ Ext. _____

Contact Person: _____ Fax: _____

E-mail: _____

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

FEDERAL PROJECT PIN # _____ PROJECT LOCATION: _____

TOTAL DBE _____ % PARTICIPATION FOR THIS SUBMISSION

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

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

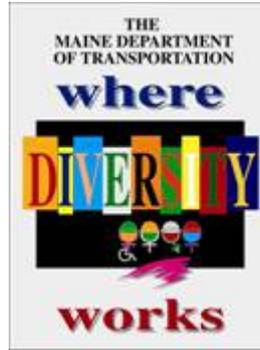
Equal Opportunity Use:

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

___ Accepted ___ Rejected _____

cc: Contracts Other _____

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



**Maine Department of Transportation
Civil Rights Office**

**Directory of Certified Disadvantaged
Business Enterprises**

Listing can be found at:

www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php

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

September 14, 2007

Vendor Registration

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

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

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Statewide Dynamic Message Signs" 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 25, 2009 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must have completed, or successfully complete, a Highway Signing/Lighting or Traffic Signal prequalification, or project specific prequalification to be considered for the award of this contract. We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. ITS-1244(801)X, PIN. 12448.01

Location: In Cumberland, Kennebec and Penobscot Counties, site 2 is located at I-295 SB in Portland, site 3 is located I-95 NB, at Winthrop Rd. Bridge in Hallowell, site 4 is located I-95 NB at Cook Rd. Bridge in Carmel, site 5 is located I-95 NB at mile marker 179.0 in Hampden, site 6 is located I-95 SB at Chase Rd. Bridge in Bangor.

Outline of Work: Dynamic Message Signs and other incidental work.

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

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans \$18.00 (\$22.00 by mail). Half size plans \$9.00 (\$12.00 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$12,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

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

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

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

Augusta, Maine
March 4, 2009



JOHN E. DORITY
CHIEF ENGINEER

NOTICE

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

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

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

Amendment Number	Date

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

CONTRACTOR

_____ Date

_____ Signature of authorized representative

_____ (Name and Title Printed)

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 012448.01

PROJECT(S): ITS-1244(801)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 PROJECT ITEMS						
0010	203.20 COMMON EXCAVATION	1250.000 CY				
0020	203.24 COMMON BORROW	560.000 CY				
0030	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	255.000 CY				
0040	527.34 WORK ZONE CRASH CUSHIONS	1.000 UN				
0050	607.15 DRIVE GATEWAY 16 FOOT - METAL	1.000 EA				
0060	615.07 LOAM	260.000 CY				
0070	618.1401 SEEDING METHOD NUMBER 2 - PLAN QUANTITY	40.000 UN				
0080	619.1201 MULCH - PLAN QUANTITY	40.000 UN				
0090	621.202 MEDIUM DECIDUOUS TREE (2 INCH - 2.50 INCH CALIPER) GROUP B	6.000 EA				
0100	621.273 LARGE DECIDUOUS TREE (2 INCH - 2.50 INCH CALIPER) GROUP A	6.000 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 012448.01

PROJECT(S): ITS-1244(801)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	626.11 PRECAST CONCRETE JUNCTION BOX	10.000 EA				
0120	626.22 NON-METALLIC CONDUIT	1060.000 LF				
0130	629.05 HAND LABOR, STRAIGHT TIME	12.000 HR				
0140	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	6.000 HR				
0150	631.13 BULLDOZER (INCLUDING OPERATOR)	6.000 HR				
0160	631.15 ROLLER, EARTH AND BASE COURSE (INCLUDING OPERATOR)	6.000 HR				
0170	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	12.000 HR				
0180	633.05 INSTALLATION OF SIGN SUPPORT EQUIPMENT (SITE 2)	LUMP	LUMP			
0190	633.05 INSTALLATION OF SIGN SUPPORT EQUIPMENT (SITE 3)	LUMP	LUMP			
0200	633.05 INSTALLATION OF SIGN SUPPORT EQUIPMENT (SITE 4)	LUMP	LUMP			
0210	633.05 INSTALLATION OF SIGN SUPPORT EQUIPMENT (SITE 5)	LUMP	LUMP			

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 012448.01

PROJECT(S): ITS-1244(801)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	633.05 INSTALLATION OF SIGN SUPPORT EQUIPMENT (SITE 6)	LUMP	LUMP			
0230	645.155 DYNAMIC MESSAGE SIGN AND SUPPORTS (SITE 2)	LUMP	LUMP			
0240	645.155 DYNAMIC MESSAGE SIGN AND SUPPORTS (SITE 3)	LUMP	LUMP			
0250	645.155 DYNAMIC MESSAGE SIGN AND SUPPORTS (SITE 4)	LUMP	LUMP			
0260	645.155 DYNAMIC MESSAGE SIGN AND SUPPORTS (SITE 5)	LUMP	LUMP			
0270	645.155 DYNAMIC MESSAGE SIGN AND SUPPORTS (SITE 6)	LUMP	LUMP			
0280	652.39 WORK ZONE TRAFFIC CONTROL	LUMP	LUMP			
0290	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0300	659.10 MOBILIZATION	LUMP	LUMP			
	SECTION 0001 TOTAL					
	TOTAL BID					

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **12448.01** for **Statewide Dynamic Message Signs**, Counties of **Cumberland, Kennebec, 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 **August 21, 2009**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price.

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

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

D. Contract.

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

E. Certifications.

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

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

F. Offer.

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

PIN. 12448.01 - Statewide Dynamic Message Signs -

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

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

As Offeror also agrees:

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

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

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

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

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **12448.01** for **Statewide Dynamic Message Signs**, Counties of **Cumberland, Kennebec, 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 **August 21, 2009**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price.

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

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

D. Contract.

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

E. Certifications.

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

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

F. Offer.

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

PIN. 12448.01 - Statewide Dynamic Message Signs -

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

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

As Offeror also agrees:

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

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

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

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

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. The Work.

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

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

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

B. Time.

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

C. Price.

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

D. Contract.

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

E. Certifications.

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

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

F. Offer.

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

PIN 1234.00 South Nowhere, Hot Mix Asphalt Overlay,

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

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

As Offeror also agrees:

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

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

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

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

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

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

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

Date

(Witness Sign Here)
Witness

(Sign Here)
(Signature of Legally Authorized Representative of the Contractor)

(Print Name Here)
(Name and Title Printed)

CONTRACTOR

G. Award.

Your offer is hereby accepted. documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

(Witness)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **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.....

.....

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

.....

General Decision Number: ME080003 07/25/2008 ME3

Superseded General Decision Number: ME20070003

State: Maine

Construction Type: Highway

Counties: Androscoggin and Cumberland Counties in Maine.

Highway Construction Projects Excluding Major Bridging (for example: bascule, suspension and spandrel arch bridges; those bridging waters presently navigating or to be navigable; and those involving marine construction in any degree); tunnels, building structures in rest area projects and railroad construction.

Modification Number	Publication Date
0	02/08/2008
1	07/25/2008

* SUME2000-011 10/24/2000

	Rates	Fringes
CARPENTER.....	\$ 11.30	1.95
ELECTRICIAN.....	\$ 17.90	2.30
Laborers:		
Flaggers.....	\$ 6.55	
Landscape.....	\$ 7.99	.72
Unskilled.....	\$ 8.69	1.08
Power equipment operators:		
Backhoes.....	\$ 12.39	2.00
Bulldozers.....	\$ 11.13	1.94
Excavators.....	\$ 11.24	1.31
Loaders.....	\$ 11.19	1.82
Rollers.....	\$ 10.16	1.56
Truck drivers:		
Dump.....	\$ 9.02	1.39
Two axle.....	\$ 9.08	1.28

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

General Decision Number: ME080009 07/25/2008 ME9

Superseded General Decision Number: ME20070009

State: Maine

Construction Type: Highway

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

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

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

ENGI0004-015 04/01/2008

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

* SUME2000-008 10/24/2000

	Rates	Fringes
CARPENTER.....	\$ 11.60	1.51
Ironworkers:		
Structural.....	\$ 12.03	1.58
Laborers:		
Drillers.....	\$ 10.00	2.50
Flaggers.....	\$ 6.55	
Guardrail Installers.....	\$ 7.92	
Landscape.....	\$ 7.87	.16
Line Stripper.....	\$ 8.69	.23
Pipelayers.....	\$ 9.21	2.31
Rakers.....	\$ 9.00	1.51
Sign Erectors.....	\$ 10.00	
Unskilled.....	\$ 8.66	1.38
Wheelman.....	\$ 8.50	.43
Power equipment operators:		
Backhoes.....	\$ 11.87	2.05
Bulldozers.....	\$ 12.33	2.88
Cranes.....	\$ 14.06	1.75
Excavators.....	\$ 12.38	2.48

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

Truck drivers:

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

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

=====

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
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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

General Decision Number: ME080010 06/06/2008 ME10

Superseded General Decision Number: ME20070010

State: Maine

Construction Type: Highway

County: Penobscot County in Maine.

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

Modification Number	Publication Date
0	02/08/2008
1	06/06/2008

* ENGI0004-011 04/01/2008

	Rates	Fringes
Power equipment operators:		
Grader.....	\$ 18.22	8.50
Paver.....	\$ 18.22	8.50
Roller.....	\$ 18.22	8.50

* SUME2000-009 10/24/2000

	Rates	Fringes
CARPENTER		
Including Form Work.....	\$ 11.19	1.72
Cement Mason/Finisher.....	\$ 9.13	
Ironworkers:		
Structural.....	\$ 17.50	1.70
Laborers:		
Landscape.....	\$ 7.84	
Rakers.....	\$ 10.18	2.14
Unskilled.....	\$ 8.73	1.71
Power equipment operators:		
Backhoes.....	\$ 11.81	1.88
Bulldozers.....	\$ 13.12	2.72
Cranes.....	\$ 15.25	1.70
Excavators.....	\$ 11.69	2.40
Loaders.....	\$ 12.21	3.19
Truck drivers:		
Dump.....	\$ 9.27	
Tri Axle.....	\$ 10.63	2.11
Two Axle.....	\$ 9.12	1.63

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

City: **Statewide**
Projects: **PIN: 12448.01**
Date: **June 2008**

SPECIAL PROVISIONS
SECTION 104
Utilities

MEETING

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

GENERAL INFORMATION

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

Overview:

Utility/Railroad	Aerial	Underground	Railroad
Central Maine Power Company	X	None	
FairPoint (Verizon) Communications	X	None	
Bangor Hydro-Electric Company	X	None	
Hampden Telephone Company	X	None	

Site #1 omitted from this project. Other utilities may exist within or near the limits of this site.

Temporary utility adjustments are not contemplated unless herein provided for.

The approximate locations of major items of existing and proposed (permanent and temporary) utility plant are shown on the construction plans. Existing utility information has been approximated and is not based on survey or dig safe information.

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

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

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

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

City: **Statewide**
Projects: **PIN: 12448.01**
Date: **June 2008**

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

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

Unless otherwise specified, any utility facilities shown on the project plans represent approximate locations gathered from field observations only and not based on survey. The Department cannot certify the level of accuracy of this data.

AERIAL

Central Maine Power Company, FairPoint (Verizon) Communications, Bangor Hydro-Electric Company and Hampden Telephone Company have aerial utilities within or near the project sites. There are six (6) project sites included in this contract. Of the six locations, sites 4, 5 and 6 require no utility coordination since power and telephone services already exist and require no modifications. The utility coordination for the remaining sites is defined below:

Site 1 (South Portland, I-295 NB, Mile 2.1)

A new service pole will be installed by the contractor as part of this site work. **Central Maine Power** shall run new overhead conductors from existing pole at the end of Linton Street to the new service pole at the site, estimated 7 working days (after account setup). **FairPoint Communications** to install new overhead telephone cable from existing pole at the end of Linton Street to the new service pole at the site, estimated 20 working days (after account setup). Dial up service required for this work however future higher speed telephone service (DSL, broadband) may be requested by the Department in the future. **FairPoint Communications** shall plan their work accordingly.

Site 1 has been omitted from this project. It will be combined with the Department's planned I-295 widening project, scheduled for next year.

Site 2 (Portland, I-295 SB, Mile 8.0)

New service poles will be installed by the contractor as part of this site work. **Central Maine Power** shall run new overhead conductors from existing CMP pole #3 to the new service pole along the railroad right-of-way, estimated 7 working days (after account setup). CMP pole #3 is located in the driveway to Hascall & Hall near the crossing of the railroad tracks (273 Presumpscot Street). **FairPoint Communications** to install new overhead telephone cable from existing CMP pole #3 to the new service pole at the site, estimated 20 working days (after account setup). Dial up service required for this work

City: **Statewide**
Projects: **PIN: 12448.01**
Date: **June 2008**

however future higher speed telephone service (DSL, broadband) may be requested by the Department in the future. **FairPoint Communications** shall plan their work accordingly.

Site 3 (Hallowell, I-95 NB, Winthrop Road Bridge)

New service poles will be installed by the contractor as part of this site work. **Central Maine Power** shall run new overhead conductors from existing pole at the NE corner of Winthrop Road Bridge over the Maine Turnpike to the new service pole near the bridge abutment, estimated 7 working days (after account setup). **FairPoint Communications** to install new overhead telephone cable from existing pole to the new service pole at the site, estimated 20 working days (after account setup). Dial up service required for this work however future higher speed telephone service (DSL, broadband) may be requested by the Department in the future. **FairPoint Communications** shall plan their work accordingly.

UNDERGROUND

There are no known public underground utilities within the site limits (Sites 2-6), however private underground utilities may exist. Contractor shall coordinate with Resident and Dig Safe prior to begin any site work.

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, the Contractor shall notify the aerial utilities as per Section 757 of the above act.

DIG SAFE

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

BLASTING

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

UTILITY SIGNING

Any utility working within the construction limits of this project shall ensure that the traveling public is adequately protected at all times. All work areas shall be signed,

City: **Statewide**
Projects: **PIN: 12448.01**
Date: **June 2008**

lighted and traffic flaggers employed as field conditions determine. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as issued by the Federal Highway Administration. Utility Companies shall use National Cooperative Highway Research Program Report 350 Compliant Signs and Channelization devices as specified by the FHWA with in all MDOT work zones.

TELEPHONE NUMBERS FOR NOTIFICATION

<u>Utility/Railroad</u>	<u>Contact Name</u>	<u>Telephone #</u>
Central Maine Power (Site 1,2,3,4)	Gary Crabtree	791-8025
Bangor Hydro-Electric Company (Site 5,6)	Brian Gray	973-2514
FairPoint Communications (Site 1,2,3)	Martin Pease	797-1119
FairPoint Communications (Site 4)	Karen Burns	990-5245
Hampden Telephone Company (Site 5)	Benjie Ladabour	634-7300
FairPoint Communications (Site 6)	Bill Francini	990-5227

THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY

SPECIAL PROVISIONS
SECTION 104.4.8
(General Rights and Responsibilities)

The Saint Lawrence and Atlantic Railroad (SLR) operators freight service along the tracks at Site #2. Any work along, within or near the railroad right-of-way shall be coordinated with the Resident and SLR. The Contractor shall provide SLR a minimum of 48 hour notice, preferably 72 hour notice of when work will be occurring along, within or near the railroad right-of-way. Contact information for SLR as follows:

1. Barry Belanger – (207) 212-1868
2. Paul Boisvenue – (207) 513-2957
3. SLR Dispatcher – (207) 753-4218

The SLR will have a designated coordinator assigned to oversee and coordinate the activities of the Contractor. The Contractor shall likewise designate a superintendent who shall be the point of contact with the SLR and be responsible for coordinating all Contractor activities with the SLR. In addition to the SLR coordinator, the SLR may assign additional flagman/watchman to the project whenever operations of the Contractor are within 25 feet of the centerline of operating tracks. Contractor shall provide SLR at least one weeks notice of the need for flagman.

At the start of each day, the Contractor superintendent will meet with the SLR coordinator and flagman/watchman to discuss proposed Contractor operations and anticipated train activity. If any Contractor operations may foul* operating tracks, the SLR coordinator will contact SLR train dispatcher to notify them that tracks will be fouled. Dispatcher will issue a permit to the SLR coordinator (or other designated individual such as a flagman) indicating physical limits of Contractor activities, start of foul time and end of foul time and instruction to notify dispatcher when work area is clear. The SLR coordinator (or permit holder) will review the permit with the Contractor's superintendent who shall acknowledge understanding of working limits and time limits of the permit. The Contractor shall not occupy the track or right-of-way in any way which will foul* (see following paragraph) or obstruct SLR operations without two conditions being in effect:

1. Verify the possession of a permit to SLR coordinator (or other designated SLR employee) issued for the current work period and confirm understanding of permit work and time limits. This permit will be issued by the SLR on a daily basis or more frequently as required.
2. Verbal authorization of lead flagman/SLR coordinator furnished by the SLR holding the permit that the track can be fouled.

**Fouling occurs whenever a person or any part of equipment is less than four (4) feet from the field side of any track, even momentarily.*

For the duration of the Contract, SLR will operate its train service on the tracks on a daily basis. When Contractor is working on the ROW without fouling and no permit is in effect, flagman will give audible alarm approximately 15 seconds prior to passage of a train or track car. All Contractor personnel and equipment shall immediately stop work, move as far as possible from the operating track and not resume activities until the all clear signal is given by the flagman. While a permit for fouling is in effect, trains and track cars will not enter work area without notifying Dispatcher and

SLR coordinator/flagmen holding the permit to obtain permission to enter work area. Contractor's personnel will be warned by means of an audible alarm and all Contractor personnel and equipment shall move to a position clear of the operating track. SLR permit holding employee will then inspect work area to verify that work area is clear and then give permission for passage of the train or track car through the work area at restricted speed. Up until the time the flagman gives the designated clear signal, equipment must not move or personnel place themselves in danger of being struck by a shifted load, unsecured steel bands or other such dragging equipment from the passing train or track car.

The cost of flagging and protective services shall be borne by the Contractor.

Contractor and his employees and subcontractors and their employees shall strictly adhere to both the FRA Roadway Worker Safety Rules and the Genesee and Wyoming, Inc. "Contractor Safety Rules" which are attached hereto as Exhibit A and are made a part of these specifications and shall constitute express contract requirements during the execution of this work. Any unauthorized occupancy of the right-of-way or fouling of the track by the Contractor's employees, sub-contractors, agents or others acting on behalf of the Contractor, or failure to clear after audible warning from flagman/watchman shall not be tolerated and shall be sufficient cause to permit the SLR to bar such Contractor employees, or others from the job.

It is assumed no Track outages** will be required.

***A track outage is to render the track impassible in any way such as removal of rail, thermite welding or any activity that would not allow passage of a train or track car.*

At the end of each work day, the SLR coordinator shall inspect the work area to determine if the project area is safe for the passage of trains. The Contractor shall be required to keep sufficient personnel, materials and equipment at the site to correct any situation deemed necessary for safe train passage until the work area conditions are acceptable to the SLR coordinator. If, in the opinion of the SLR, the site is not suitable for train operations due to conditions caused by the Contractor, the Contractor shall correct the conditions as directed by the SLR at no additional cost to the SLR; or, if corrective action is taken by the SLR, such cost shall also be reimbursed to the SLR by the Contractor

The Contractor will be required to continuously maintain the operation of all through right-of-way systems. These include, but are not limited to; grade crossing warning systems, grade crossings, utility crossings and drainage systems.

The following document, noted as Exhibit A, is attached to and made a part of these specifications. Contractor's activities shall be governed as required therein.

EXHIBIT "A"

Genesee & Wyoming Inc.



CONTRACTOR SAFETY RULES

**Issued to all North American Subsidiaries of
Genesee & Wyoming Inc.**

Effective April 1, 2002

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Introduction:

These rules apply to contractors performing maintenance, repair or specialty work on or about railroad property; on other properties the railroad is responsible for and/or on property directly adjacent to the railroad track.

They do not apply to contractors providing incidental services that do not influence safety, such as janitorial services, food & drink services, laundry, or other supply services.

Contractor Responsibilities:

1. All contractor employees must be trained in the work practices necessary to safely perform his or her job.
2. Document that each contractor employee has received and understands the purpose of the Genesee & Wyoming Inc. Contractor Safety Rules.
 - The contractor must prepare a record, which contains the identity of the contractor employee, the date of the training and means used to verify that the employee understood the training.
3. Ensures that each contractor employee follows the railroad's safety rules and procedures.
4. The contractor must advise the railroad of any hazards presented by the contractor's work when they occur.
5. Unless otherwise provided in the contract, the contractor is responsible for restoring ballast, filling holes created when replacing ties and removing all debris generated as a result of the work that is being performed. Permanent or temporary safety precautions must be in place each day prior to the contractor leaving the worksite. These safety precautions are the responsibility of the contractor when providing hazard protection.
6. All applicable transportation department rules apply to contractors when rail cars are involved in the project i.e. (Riding on equipment, 3 Points of Contact, 3 Step Protection, Getting on or off equipment.)
7. All pertinent railroad safety rules and regional procedures must be reviewed prior to the commencement of work on railroad property.
8. All contractor employee injuries and all railroad property damaged by the contractor must be reported to the regional railroad's claims office and the Genesee & Wyoming Inc. claims office located in Rochester, NY at (716) 463-3406. All reports must be completed in accordance to FRA Reporting requirements.

Definitions:

Flagman: An employee designated to direct or restrict the movement of trains at a point on track to provide on-track protection for Roadway Workers. This employee must be qualified on the railroad's operating rules, roadway worker safety; and may not perform any other duties.

Foul Time: A method of establishing working limits through exclusive use of the track in which notification is given and recorded by the train dispatcher or block operator to an employee that no trains will operate within a specific segment of controlled track during a specific time period, and the required blocking devices have been placed on the control machine to protect the track fouled. Foul time must remain in effect until the employee to whom the foul time was issued has reported clear of the track.

Fouling A Track: The location of an individual or equipment in such proximity to a track that the individual or equipment could be struck by a moving train or on-track equipment, or whenever an individual or equipment is within four (4) feet of the field side of the near running rail.

Inaccessible Track: A method of establishing working limits on non-controlled track by preventing access to the working limits.

Lone Worker: An individual employee who is not being afforded On-Track Protection by another employee, who is not a member of a gang, and is not engaged in a common task with another employee.

Restricted Speed: Prepared to stop within one-half the range of vision-short of a train, obstruction, or switch improperly lined. Be on the lookout for broken rail.

Roadway Maintenance Machine: Powered equipment, other than by hand, which is being used on or near the track for maintenance, repair, construction or inspection of track; bridges; roadway; or signal, communication, or electric traction systems. These machines may have road or rail wheels or may be stationary.

Roadway Maintenance Work Train: A train that is being operated within working limits in conjunction with roadway maintenance, construction or repairs, under the direction of a designated employee in charge.

Roadway Worker: An employee, or employee of a contractor whose duties include inspection, construction, maintenance or repair of track, bridges, roadway, signal and communication systems, electric traction systems, roadway facilities or roadway maintenance machinery on or near track with the potential of fouling a track, and flagmen and watchmen affording on track protection.

Track Centers: The distance from the centerline of one track to the centerline of an adjacent track.

Gage: The distance (4 ft. 8 1/2 inches) between track rails.

Clear of Tracks: Minimum clearance of at least four feet outside the rail of all tracks, and not between main tracks.

Blue Flag Protection: A method of providing protection for people who work on, under, or between railroad rolling stock; freight cars, locomotives, etc.

1. Accident/Injury Requirements:

The contractor is required to have an employee qualified to give first aid. If a contractor employee is injured while working on railroad property, he or she should be given first aid at once. Medical assistance should be obtained as soon as possible if further care is needed.

2. Personal Protective Equipment:**a. Safety Footwear:**

- Employees whose duties require them to work on or about tracks or equipment are required to wear leather laced type shoes that cover the entire foot. These shoes must be at least six inches high, and have safety toes, must have a defined heel of not more than 1 ¼ inches in height and must have oil resistant soles.
- Shoes that are excessively worn or, do not provide ankle support, have thin, loose or smooth soles must not be worn.

b. Eye Protection requirements:

- Safety glasses must be worn at all times while on railroad property. Protect your vision by wearing safety eyewear with side shields that are clean and properly fitted.
- If you wear corrective lenses, you must wear either approved prescription safety glasses with side shields or cover-all type goggles over your personal glasses:
- Do not face welding, heating, or grinding operations unless you are wearing appropriate eye protection.
- If you are performing work near electric (arc) welding or cutting operations, wear a welding helmet. If a welding helmet is not available, move a safe distance from the operation.

c. Hearing Protection:

- Wear hearing protection when you are welding, cutting, or exposed to flying sparks from these operations. Sparks from welding or cutting can burn your inner ear.
- Wear hearing protection when working in high noise areas in accordance with the railroad's hearing conservation policy, hereby attached.

d. Respiratory Protection

- Wear respiratory protection when you are exposed to fumes, dust, mist, or vapor.

e. Protective Clothing

- Wear protective gloves and clothing when you are handling or working on a wet cell battery, handling, pouring, or using acids, toxic substances, or solvents or, handling creosote materials.

3. Working On Equipment:

Do not operate or ride on any equipment unless it is in the performance of your duties and you have been properly authorized to do so. Do not jump from equipment, platforms, or other elevated places. Use steps or a ladder.

4. Keep Clear of Suspended Loads or Cables/Chains under tension:

- a. Keep clear of suspended loads.
- b. Stand clear when chains, cables or other tackle in under tension.

5. Keeping Clear of Electrical Wires:

Keep at least 12 feet away from a dangling wire or any object that may be in contact with an electrical current. Keep others away until qualified personnel are notified and take charge.

NOTE: Qualified personnel are employees or contractors who have been trained or qualified to work with electricity.

6. Working With Tools:

- a. Do not modify tools.
- b. Before you use any tool, examine it for defects. Report any defects to your immediate supervisor.
- c. Defective tools must not be used.

7. Working Around On-Track Equipment:

Expect locomotives, cars and track maintenance equipment to move on any track, in either direction, at any time. Therefore, employees must look in both directions before crossing tracks.

8. Avoiding Potential Hazards:

Example: Employees should avoid walking, stepping, resting foot on or sitting on rails, frogs, switches, guardrails, pipe or interlocking apparatus or connections.

9. Crossing Tracks:

Employees must not cross tracks closer than 50 feet from standing locomotives and cars.

10. Working Near Moving Trains:

- a. Employees should never carry objects on their shoulders when they are near moving trains.
- b. Employees should not cross in front of moving trains or equipment.
- c. Placement of Material Near Tracks.
 - Employees should place toolboxes, test equipment and other objects not less than 25 feet from the nearest track. Place all lid apparatus so that lid will open toward track and be secured in place.
 - When performing work near tracks, arrange all tools, material, equipment or other objects so that a moving train or equipment will not strike them.

11. Working Near Standing Railroad Equipment:

Employees should keep themselves and material clear of and never lean against, sit on, or otherwise rest on standing railroad equipment.

12. Working In or Near Tunnels – On Bridges or Trestles:

- a. Employees must move to a safe location when a train or equipment moves past their work location in tunnel or on bridges, trestles or overpasses.
- b. Employees working in tunnels must be protected by railroad watchmen and must occupy safety manholes when a train approaches. Employees must secure loose clothing and maintain handhold if possible until train has passed.
- c. Walking in tunnels or on bridges, trestles and overpasses should be avoided whenever possible.
 - When an employee must walk through a tunnel or across a bridge, trestle or overpass the employee must look both ways and confirm with railroad personnel that they are properly protected and that he or she can safely complete the walk through the tunnel or across the bridge, trestle or overpass before any moving rail equipment passes through the tunnel or over that bridge, trestle or overpass.
 - Extra care must be taken when crossing open floor bridges or trestles.

13. Action to take if Safe Passage of a train is at risk:

If an event occurs that would interfere with the safe passage of trains, the employee must take immediate action to stop trains by radio communication to trains or the person in charge of the track. If protection cannot be immediately ensured, or if communications fail, flag protection must be immediately provided as prescribed by the railroad's rules.

14. Protection When Fouling or Working on a Track:

- a. Trains must be fully protected against any known condition that may interfere with their safe passage.
- b. If work on or adjacent to a track will create a condition interfering with the safe passage of trains, that work must not be attempted without permission of the employee in charge of the track.
- c. On Main Tracks or where Interlocking rules are in effect, protection is required in accordance with railroad operating and safety rules.

15. Returning Track to Service:

When track is to be returned to service, the employee in charge must take the following actions:

- a. Notify the Dispatcher or railroad supervisor responsible for the safety of the track of any restrictions necessary for the safe passage of trains.
- b. Ascertain that all track cars and trains are clear of the track, and notify the Dispatcher or railroad supervisor responsible for the safety of the track that they are clear.
- c. An employee designated by the railroad must inspect the track prior to operating trains.

16. Interlocking Switches within Work Area:

Dispatchers controlling interlocking switches within the Work Area must line such switches for movements within the Work Area and must apply blocking devices to the controls of those switches. These blocking devices must not be removed without permission of the employee in charge of the Work Area. This requirement does not relieve employees operating within the Work Area from complying with interlocking signal indications.

17. Flag Protection is Required When:

- a. Work is being performed by others not hired by railroad and the work is being performed on railroad property or adjacent to railroad right of way.
- b. Work is being performed by entities hired by the railroad and the work is being performed within 25ft from the center the track.

18. Fouling Track

Whenever fouling track, the following procedures will apply:

a. Action Required Prior to Issuance:

Before fouling a track, the employee in charge must determine that no trains have been authorized to move in the direction of the point to be fouled, and must ensure that Stop Signals have been displayed and blocking devices applied by the dispatcher to controls of Switches and signals leading to the affected track to be protected.

b. Permission to Foul a Track:

Permission to foul a track must include the following information:

1. Designation of track to be fouled
2. Location of fouling (mile posts)
3. Time limit for fouling (beginning time and ending time)

Permission must be repeated by the receiving employee and confirmed by the Dispatcher or railroad supervisor responsible for track safety before it is acted upon.

c. Clearing Fouled Track.

1. Stop all equipment and vehicles on the right of way while the train is passing
2. Stay clear until you are notified that it is safe to resume work

19. Safety Precautions: When working in yards and on tracks:

- a. Keep at least 50 feet from passing trains and equipment, if possible. Face the direction from which the train is approaching. Watch for projecting, dragging, or falling objects.
- b. Do not perform work that will interfere with the safe passage of trains.
- c. Inspect all passing trains to detect a dangerous condition.
- d. Cross tracks at least 50 feet from standing locomotives or cars.
- e. Do not cross between cars standing less than 50 ft. apart.
- f. Give hand signals for movement of work train or wreck train only if you are a member of the train crew. **EXCEPTION: Emergency stop signals may be given by anyone**

20. Employee In Charge:

The employee in charge is responsible for taking charge of the work performed by assembled gangs and arranging protection for the gangs.

The employee in charge is responsible for the safety, instruction, and performance of all employees under his or her jurisdiction.

The employee in charge advises the foremen of the assembled gangs how each of them will protect the safety of the employees under their direction.

The employee in charge is also responsible for:

- a. Ensuring that employees comply with all applicable rules.
Take the track out of service, or get verbal permission to temporarily foul the track according to operating rules.
- b. If employees are too scattered to hear the watchman's warning whistle or horn, assign advance (additional) watchmen as needed.
- c. If bad weather limits visibility, use additional protective measures as needed.

21. Watchmen:**Responsibilities:**

The employee in charge assigns watchmen to watch for approaching trains and warn employees to clear the tracks. If a watchman has not been assigned, the employee in charge acts as a watchman.

Follow these precautions if you have been assigned as a watchman:

- a. Give your full attention to watching for trains and warning employees.
- b. Do not perform any other duties, even momentarily.
- c. If you do not have a full view of trains approaching in either direction, or if you cannot give your full attention to your duties as watchman, signal employees to clear the tracks.
- d. Do not leave your station until the employee in charge determines that protection is no longer necessary, or the employee in charge has assigned another watchman who is in position and watching for approaching trains.

Watchman Duties:

Watchmen are responsible for watching for approaching trains and signaling employees to clear the tracks. If a watchman has not been assigned, the employee in charge acts as a watchman. A watchman's duty is to watch. Follow these procedures when you are performing the duties of a watchman:

When a train approaches from either direction, warn employees in time for them to clear track at least 15 seconds before the train approaches the point of work.

NOTE: You may need to give additional warnings around noisy operations.
Example: Sounding a whistle or blowing a horn.

22. Clearing Controlled Track:

Follow this procedure for clearing on a Controlled Track, which is any track shown in the timetable as being under the control of a Dispatcher or Block Operator.

- a. Clear all tracks, if possible, keeping at least 50 feet from passing trains and equipment.
- b. If you cannot clear all tracks;
 - Clear the track on which the train is approaching and the adjacent tracks.
 - Watch for trains in both directions and determine the track on which other trains will approach. Clear enough tracks so that you will not be trapped.
- c. If you are operating equipment within the gage of the track adjacent to the track being cleared, dismount the equipment and clear the track.

23. Working On Non-Controlled Industrial and Yard Tracks

Follow these procedures when working on and clearing Non-Controlled Track (Industrial, Yard, or any other track not controlled by a Dispatcher:

Make the working limits inaccessible to trains, engines or other on track equipment using one of the following procedures:

1. A switch lined and effectively secured in one of the following ways:
 - With a private lock on switches that will accommodate them.
 - Properly secured switch point clamp.
 - Driven spikes or wedges that require special tools to remove them.
2. Portable derail with flag.

24. Working Around Self Propelled Equipment:

Follow these safety precautions when working on or around self-propelled equipment:

- a. Use the handrail when getting on, riding on, and getting off equipment. Maintain three points of contact.
- b. Do not get on or off moving equipment.
- c. When working near or observing equipment:
 1. Perform a Job Safety Briefing and communicate with the operator of the equipment to cover the following:
 - Operating procedures.
 - Location of employees working around equipment.
 - Operator blind spots.
 - Signal to warn that equipment will move.
 2. When your duties require you to be around the equipment, you must maintain a 50-foot safe area from the equipment.
 3. If your duties require you to be within the 50-foot safe area of the equipment, perform those duties from the location established in your communication with the operator.

25. Roadway Maintenance Machine Operators

Follow these precautions when operating self propelled equipment:

a. Communicate with employees in the vicinity of the equipment and cover;

- Normal operating procedures including operator's blind spots.
- Test the brakes immediately after starting.
- Do not allow anyone to distract you or interfere with your duties.
- Constantly look out for obstructions or unsafe conditions in the direction you are moving.
- If you cannot see ahead or behind, designate another employee to keep a lookout for you.

SPECIAL PROVISION

SECTION 107

TIME

(Scheduling of Work – Projected Payment Schedule)

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

SPECIAL PROVISION
SECTION 107
SCHEDULING OF WORK

Replace Section 107.4.2 with the following:

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

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

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

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

August 14, 2008
Statewide, 112448.01
ITS- 1244 (801) X

SPECIAL PROVISION
SECTION 107
Control of Work

The Contractor shall notify the Engineer five (5) working days prior to the commencement of construction activities.

The work shall not commence until the traffic control plan has been approved.

January 26, 2009
Statewide, 112448.01
ITS- 1244 (801) X

SPECIAL PROVISION
SECTION 107
TIME

The specified contract completion date for this contract is August 21, 2009.

SPECIAL PROVISION
SECTION 110
INDEMNIFICATION, BONDING AND INSURANCE

110.3.2 Commercial General Liability

This Subsection is amended by the addition of the following:

The Contractual Liability Insurance shall cover the Contractor's obligation to indemnify the Maine Turnpike Authority as provided in Subsection 110.1, Indemnification.

110.3.8 Administrative & General Provisions

A. Additional Insured

This paragraph is amended by the addition of the following:

Each policy, with the exception of Workers' Compensation and Professional Liability Insurance, shall name the Maine Turnpike Authority as an additional named insured.

August 14, 2008
Statewide 12448.01

SPECIAL PROVISION
SECTION 203
Excavation and Embankment

Although no known contamination exists on the project, there are several potential sources adjacent to the project. The Contractor shall remain alert for evidence of contamination and shall employ appropriate health and safety measures to protect its workers against hazards associated with working near petroleum impacted soils. If the Contractor encounters evidence of soil or groundwater contamination, the Contractor shall secure the excavation, stop work in the contaminated area, and immediately notify the Resident. The Resident shall contact the Hydrogeologist in MDOT's Environmental Office at 207-624-3100 and the Maine Department of Environmental Protection at 800-482-0777. Work may only continue with authorization from the Resident.

SPECIAL PROVISION
SECTION 633
INSTALLATION OF SIGN SUPPORT EQUIPMENT

This Section is amended by addition of the following:

633.01 Description

This work shall consist of furnishing all labor, material, and equipment necessary to support the installation of dynamic message signs (DMS) at six locations on the Interstate System. This work shall include installation of service poles, guy wires, electrical service equipment and connections, telephone service equipment and connections, grounding, metallic conduit, directional boring and wires, modifications to existing riser posts and all miscellaneous work required for a complete operational system, except for the junction boxes, non-metallic conduit, controller cabinets and the DMS with supports and foundations which will be installed and setup under separate pay items.

633.02 Materials

Requirements

All materials shall be governed by the contract documents; the “State of Maine, Department of Transportation, Standard Specifications, Highway and Bridges”, latest edition, and Supplemental Specifications thereto; and the latest edition of the Maine DOT Standard Details.

Weatherhead

Service entrance caps shall be metal and UL listed.

Metallic Conduit

All exposed conduit, including fittings and sweeps that are partially exposed, shall comply with Section 715.02 of the Standard Specifications.

Meter Base

Where new electrical service is shown, provide an aluminum or stainless steel meter base that meets the requirements of the power company that will provide the service. Provide a base suitable for 120/240 volt 100 Amp service. The base shall be UL listed and marked as being suitable for service equipment. Deviations from these requirements are acceptable if required by the power company.

Disconnect Switch

The switches shall use replaceable circuit breakers rated for 20 Amps. The enclosures shall be rated for 100 amp 120/240 service. The enclosures shall be NEMA 3R or 4X, made of aluminum or stainless steel. All hinges, catches and other hardware shall be non-ferrous metal or stainless steel. The

enclosures shall have provisions for padlocking the enclosure and for padlocking the switch in the on and off positions. The switches shall be heavy duty and shall meet the requirements of UL Standard 98 Enclosed and Dead-Front Switches. Ensure that the switches are UL listed and marked as being suitable for use as service equipment.

Service Poles

Wood service poles shall be Class 4, corresponding to Section 720.10 of the Maine DOT's Standard Specifications. The length shall permit installation of power and telephone lines in accordance with the current edition of the National Electrical Safety Code and with any additional requirements of the utilities providing service. The pole shall project at least 20 feet above ground.

Telephone Boxes

Telephone boxes shall be network interface devices listed in section mid-a of the Rural Utility Service's "List of Materials Acceptable for Use on Telecommunications Systems of RUS Borrower's - IP 344-2" and shall include the protector specified on that list. Deviations from these requirements are acceptable if required by the telephone company.

Wire and Cable

Power conductors shall meet the requirements of the National Electrical Code and shall be rated for 600 volts. The conductors shall consist of soft-drawn or annealed copper wire, insulated with flame retardant material. The cable shall be UL approved and listed as THW. Wire shall be of sufficient size to allow a maximum voltage drop of 5% from source of power to the load. For distances longer than 50 feet, do not use wire smaller than AWG # 8.

Ground wire shall be AWG #6 solid copper wire.

Telephone cable shall be two-pair, 24 gauge wire listed in Section sa, "Filled Buried Wires" of the Rural Utility Service's "List of Materials Acceptable for Use on Telecommunications Systems of RUS Borrower's - IP 344-2." It shall not have a gopher resistance shield.

Ground Rod

Ground rods shall be copper clad steel, 8 ft by $\frac{5}{8}$ inches.

Enclosures

The enclosures shall be NEMA 4X aluminum enclosures equipped with binding post terminal blocks. The enclosures shall have provision for padlocking. The terminal blocks shall have filled backs. The number of posts and the wire size shall be appropriate for the cables involved.

633.03 Construction Requirements

General

The Contractor shall place poles, equipment, conduits and wires at locations identified on the Plans, and approved by the Resident in the field. Minor relocations may be required based on site conditions. No additional payment, other than modified unit quantities, will be allowed for these minor relocations. Follow all requirements listed in Section 626 of the Maine DOT's Standard Specifications for conduit installation.

Pole Installation

Install wood service poles in accordance with Section 634.04 of the Standard Specifications.

New Utility Service

Where new power or telephone service will be installed, comply with the requirements of the utility providing the service, as well as with the requirements of the National Electrical Code and the National Electrical Safety Code. Determine these requirements prior to bidding. Perform all work and provide all materials needed to meet these requirements, even if not specifically mentioned in the Contract Documents.

Wiring

Prior to installing power cable, submit calculations to the Resident demonstrating that the proposed size is adequate for the associated breaker sizes, loads, and distances. Demonstrate that the voltage drop from source to load does not exceed five percent.

Wires and cables may only be spliced in above-ground enclosures and junction boxes.

Grounding

Use a single grounding point for the pole or riser post. Ground the boxes housing terminal blocks. At riser poles, ground the disconnect switch, meter base, and conduits.

Use exothermic welds to connect ground wire to ground rods. Ensure that ground rods and ground wires are buried at least six inches below the surface of the ground. Ensure that ground wire on vertical surfaces is protected against damage from mowing equipment.

Enclosures

For clarity, the project drawings show some conduits entering the enclosures through the top. Route the conduits into enclosures through the bottom or at the bottom of the side. Use sealing lock washers on both sides of the cabinet wall.

Site-Specific Requirements

- Site 1 – Omitted from project.

- Site 2 – Install service pole with meter and disconnect, utility poles, guy wires and overhead power and telephone service from existing utility pole CMP 3 / NET&CO 40 shown on the plans to utility easement. Install wiring, conduit and junction boxes along utility easement to the controller cabinet and DMS in I-295 ROW. Install wiring, conduit and junction boxes to relocated “Speed Limit 50 MPH Ahead” signs. Directional bore under I-295. Remove existing utility pole and guy near proposed DMS. Coordinate with utilities for connections.
- Site 3 – Install service pole with meter and disconnect, overhead power and telephone service from existing utility pole. Install conduit, junction boxes, wiring, from service pole to the controller cabinet and DMS. Directional bore under Winthrop Road embankment. Coordinate with utilities for connections.
- Site 4 – Electrical and dial-up telephone service is currently available on the existing riser post shown on the plans. Modify existing riser post and install conduit and wiring from riser post to the controller cabinet and DMS. Remove two (2) apple trees identified on the plans. Confirm wire from the meter can handle the power loads for the new DMS. Replace wires if necessary.
- Site 5 - Electrical and dial-up telephone service is currently available on the existing service pole shown on the plans. Install conduit and wiring from existing service pole to the controller cabinet and DMS. Confirm wire from the meter can handle the power loads for the new DMS. Replace wires if necessary.
- Site 6 – Electrical and dial-up telephone service is currently available on the existing riser post shown on the plans. Modify existing riser posts and install conduit and wiring from riser post to the controller cabinet and DMS. Confirm wire from the meter can handle the power loads for the new DMS. Replace wires if necessary.

633.04 Method of Measurement

The Lump Sum Item 633.05, Installation of Sign Support Equipment (Site 2), includes the work described under “Site 2” above except for non-metallic conduit and precast concrete junction boxes. The directionally drilled conduits are included in this item.

The Lump Sum Item 633.05, Installation of Sign Support Equipment (Site 3), includes the work described under “Site 3” above except for non-metallic conduit and precast concrete junction boxes. The directionally drilled conduits are included in this item.

The Lump Sum Item 633.05, Installation of Sign Support Equipment (Site 4), includes the work described under “Site 4” ” above except for non-metallic conduit.

The Lump Sum Item 633.05, Installation of Sign Support Equipment (Site 5), includes the work described under “Site 5” above except for non-metallic conduit.

The Lump Sum Item 633.05, Installation of Sign Support Equipment (Site 6), includes the work described under “Site 6” above except for non-metallic conduit.

Precast Concrete junction boxes shall be measured per each in place for the quantity shown on the Plans and identified in these Specifications and shall include all conduit connections.

Non-metallic conduit shall be measured per linear foot for the quantity and sizes shown on the Plans and identified in these Specifications and shall include trenching and restoration. Cutting holes in panels and junction boxes for access; cutting, bending or threading new or existing conduits, providing drains and bushings, grounding, and sealing open conduits will not be paid for separately, but shall be incidental to the linear foot price.

633.05 Basis of Payment

Precast Concrete Junction Box and Non-Metallic Conduit will be paid for under the Maine DOT's standard pay items.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
633.05 Installation of Sign Support Equipment (Site 2)	Lump Sum
633.05 Installation of Sign Support Equipment (Site 3)	Lump Sum
633.05 Installation of Sign Support Equipment (Site 4)	Lump Sum
633.05 Installation of Sign Support Equipment (Site 5)	Lump Sum
633.05 Installation of Sign Support Equipment (Site 6)	Lump Sum

SPECIAL PROVISION
Section 634 and 643
Highway Lighting and Traffic Signals

Section 634.09 testing of highway lighting, the first sentence shall be amended as follows:

Before acceptance of the work, the contractor shall cause the following tests to be made on all lighting circuits, by a licensed electrician.

The tests do not need to be performed in the presence of the Resident, but the test results shall be recorded on the Highway Lighting Quality Control Check List and submitted to the Resident by the Contractor for acceptance. The form shall be signed by the licensed electrician certifying that the highway lighting meets the requirements of section 634.09.

Subsection 634.14, field testing of Traffic Signals, the first sentence shall be amended as follows:

Before acceptance of the work the contractor shall cause the following tests to be made on all traffic signal equipment and circuits, by a licensed electrician.

The tests do not need to be performed in the presence of the Resident, but the test results shall be recorded on the Traffic Signal Quality Control Check List and submitted to the Resident by the Contractor for acceptance. The form shall be signed by the licensed electrician certifying that the signal equipment and circuits meet the requirements of section 634.14.

Highway Lighting Quality Control Checklist

Subsection 634.09 Field Testing

Project Pin # _____

Location (if multiple services, please be specific)- _____

Grounding Electrode Resistance at service _____

Number of Circuits _____

Hand-Off-Auto Switch? _____

Circuit #1

Open Circuit Resistance- (Ohm out both hot legs at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Megger Test- (Meg out both hot legs to ground at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Current draw- (during normal operation) Leg #1 _____ Leg #2 _____

Operating Voltage at last pole _____

Circuit #2

Open Circuit Resistance- (Ohm out both hot legs at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Megger Test- (Meg out both hot legs to ground at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Current draw- (during normal operation) Leg #1 _____ Leg #2 _____

Operating Voltage at last pole _____

I, _____, certify that this work was done in accordance with subsection 643.14 and current NEC _____ guidelines, and when tested, was functioning as intended. (YEAR)

Electrician's Signature _____

Electrician's License # _____

Highway Lighting Quality Control Checklist

Subsection 634.09 Field Testing

Project Pin # _____

Location (if multiple services, please be specific)- _____

Grounding Electrode Resistance at service _____

Number of Circuits _____

Hand-Off-Auto Switch? _____

Circuit #3

Open Circuit Resistance- (Ohm out both hot legs at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Megger Test- (Meg out both hot legs to ground at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Current draw- (during normal operation) Leg #1 _____ Leg #2 _____

Operating Voltage at last pole _____

Circuit #4

Open Circuit Resistance- (Ohm out both hot legs at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Megger Test- (Meg out both hot legs to ground at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Current draw- (during normal operation) Leg #1 _____ Leg #2 _____

Operating Voltage at last pole _____

I, _____, certify that this work was done in accordance with subsection 643.14 and current NEC _____ guidelines, and when tested, was functioning as intended. (YEAR)

Electrician's Signature _____

Electrician's License # _____

Traffic Signal Quality Control Checklist

Subsection 643.14 Field Testing

Project Pin # _____

Grounding Electrode Resistance at service _____

ID tags on loop amps / detector cards? _____

Location _____

Street Approach	_____		
Loop #	_____	Resistance	_____
Phase #	_____	Meg to ground	_____
L,C, or R Lane	_____	Amount of bondo covering loop	_____
Pulse or Presence	_____		

Street Approach	_____		
Loop #	_____	Resistance	_____
Phase #	_____	Meg to ground	_____
L,C, or R Lane	_____	Amount of bondo covering loop	_____
Pulse or Presence	_____		

Street Approach	_____		
Loop #	_____	Resistance	_____
Phase #	_____	Meg to ground	_____
L,C, or R Lane	_____	Amount of bondo covering loop	_____
Pulse or Presence	_____		

I, _____, certify that this work was done in accordance with subsection 643.14 and current NEC _____ guidelines, and when tested, was functioning as intended. (YEAR)

Electrician's Signature _____

Electrician's License # _____

May 3, 2005

SPECIAL PROVISION
SECTION 634
Highway Lighting
and
SECTION 643
Traffic Signals

634.08 Service

643.09 Service Connection

Add the following to each of these sections:

METER POSITION

All meter mounting devices shall be installed so that the meters will be upright (plumb). They shall be installed with the top of the meter not less than 48 inches nor more than 60 inches from the floor or final grade. Exceptions to this height requirement will be made where special permission has been given to install group or modular metering, overall meter enclosures or pole-mounted meters.

Level grade shall be maintained for a minimum of 36 inches in front of the meter enclosure to provide a safe working space. In order to meet this requirement on uneven terrain, as an option, the contractor may install a pressure treated wood platform.

For any **non-residential** (industrial or commercial) self-contained meter socket, the **by-pass requirements** are as follows:

Meter Socket By-Pass

Single-Phase:

100 or 150 amp *Single handle lever operated
by-pass required.

The Contractor shall meet all requirements and regulations of Utility Companies when installing equipment on their poles and for the service connection. It is the responsibility of the Contractor to contact the Utility Companies to determine specific requirements.

SPECIAL PROVISION
SECTION 645
HIGHWAY SIGNING

Under 645.023 Support Structures, add the following to the first paragraph just prior to the last sentence:

Minimum fatigue design default values for cantilever & butterfly sign support structures shall be classified as Fatigue Category I with Fatigue Importance Factors (I_f) of 1.0 for Galloping, 1.0 for Natural Wind Gusts and 1.0 for Truck-Induced Gusts. Bridge type sign support structures supporting variable message signs (VMS) shall also use this fatigue criteria in their design.

Minimum fatigue design default values for bridge type structures, without VMS, shall be classified as Fatigue Category II with Importance Factors (I_f) of 0.65 for Galloping, 0.75 for Natural Wind Gusts and 0.89 for Truck-Induced Gusts.

Under 645 Support Structures, b. Bridge, Cantilever, and Butterfly Type Sign Supports, modify the 1st sentence in paragraph 2 to read:

“Signs shall be placed on the support structure such that the bottom edges are aligned (unless written consent from the Fabrication Engineer is obtained), while accommodating the minimum height requirement - see Section 645.06.

Modify the 4th sentence of paragraph 2 to read:

“This additional theoretical sign load shall be computed by: For single signs increasing the sign widths an additional 25% without changing the horizontal midpoint of the sign; For multiple signs the sign widths shall be increased 25% toward the outside sign edges. The height shall be increased 25% without changing the bottom edge elevation of the signs.”

Under 645.06 Installation of Type I Signs, b. Sign Panels, modify the 4th sentence of the 1st paragraph to read:

“Sign panels on overhead structures shall provide a minimum vertical clearance of 5.5 meters [18 ft] to the highest point of the roadway surface under the sign(s).

SPECIAL PROVISION
SECTION 645
HIGHWAY SIGNING

This Section is amended by addition of the following:

645.01 Description

This work shall consist of furnishing all labor, material, and equipment necessary to install dynamic message signs (DMS) at five locations on the Interstate System. Under a separate contract (DMS procurement contract PIN 12448.02) the DMS signs will be fabricated, tested and delivered to the MaineDOT's Maintenance Facility in Fairfield (10 Mountain Ave, near the I-95/Route 201 Interchange) complete with controller cabinets and controller equipment. Field testing and troubleshooting will be performed by the Contractor. Correcting any issues that arise from testing will be the responsibility of the contractor.

The sign manufacturer is required to provide a four hour training course on installing the signs. The course will be at the Fairfield maintenance facility. The Contractor's installation team must attend; personnel who do not attend are not allowed participate in the installation. The course will cover proper transport, lifting, attachment, aiming, connections to communication and power, and setup activities. The manufacture is also required to witness the Contractor's first installation and to provide additional training based on observed problems. The training will not cover support structure installation or site work.

The work shall consist of designing and furnishing all labor, materials, and equipment necessary for 1.) transporting the dynamic message signs, controller cabinets and controller equipment from Fairfield to the sites, 2.) installing dynamic message signs and controller cabinets/equipment with the connecting power and communication service from the DMS signs to the controller cabinet, 3.) installing butterfly sign support structures and foundations, all in accordance with the standard and contract specifications and plans, in reasonable close conformity with the plans or as directed by the Resident.

Procured dynamic message signs will be available for transporting to the sites on September 19, 2008.

The installation of service poles, guy wires, electrical service equipment and connections, telephone service equipment and connections, grounding, metallic conduit, directional boring and wires, modifications to existing riser posts and all miscellaneous work required for connecting offsite utilities to the controller cabinet will be paid for under separate pay items and is not considered part of this work.

Work shall include removal, modification, and relocation of signs as shown in the plans. Sign work shall include but not be limited to providing foundations, sign posts, and breakaway devices.

645.021 Materials

Conduit and wiring shall conform to the requirements of the National Electrical Code and Special Provision 633.

Hardware: All anchor bolts, U-bolts, caps, hangers and miscellaneous hardware required for a complete installation shall be furnished and installed by the Contractor.

645.022 Sign Layout Drawings

The Contractor shall field verify all measurements required to design, fabricate and erect each support. The Contractor shall field verify all elevations required to determine the exact height of each structure as well as field verify vertical tilt and horizontal skew of each sign.

The Contractor shall submit shop drawings of the support structure, foundation and sign attachment in accordance with the Standard Specifications 645. Fabrication of the structure shall not commence until the Contractor has received approval of these drawings.

Details of the erection methods and procedures shall be submitted to the Resident for approval prior to the erection work.

The DMS, controller cabinet, and controller equipment are being procured under a separate contract (PIN 12448.02). The DMS enclosure is approximately 8' high and 20' wide. The contractor shall be responsible for contacting the MaineDOT to verify necessary parameters prior to the above submittals.

645.023 Support Structures

Design of the DMS supports shall be coordinated with the sign manufacturer, MaineDOT and the selected contractor for PIN 12448.02. Contractor shall take into consideration any special design requirements associated with the procured dynamic message signs.

645.064 Installation of Dynamic Message Signs

General

The Contractor shall place DMS, controller cabinet, cabinet equipment at locations identified on the Plans, and approved by the Resident in the field. Minor relocations may be required based on site conditions. No additional payment, other than modified unit quantities, will be allowed for these minor relocations. Follow all requirements listed in Section 645 of the Maine DOT's Standard Specifications for support and foundation design and installation.

New Utility Service

Where new power or telephone service will be installed, comply with the requirements of the utility providing the service, as well as with the requirements of the National Electrical Code and the National Electrical Safety Code. Determine these requirements prior to bidding. Perform all work and provide

all materials needed to meet these requirements, even if not specifically mentioned in the Contract Documents.

Wiring

Prior to installing power cable, submit calculations to the Resident demonstrating that the proposed size is adequate for the associated breaker sizes, loads, and distances. Wires and cables connecting the sign with the controller cabinet shall be placed inside the support structure.

Grounding

Use a single grounding point for the dynamic message sign. Ground the boxes housing terminal blocks. Use exothermic welds to connect ground wire to ground rods. Ensure that ground rods and ground wires are buried at least six inches below the surface of the ground. Ensure that ground wire on vertical surfaces is protected against damage from mowing equipment.

Site-Specific Requirements

Site 1 – Omitted from project.

Site 2 – Transport DMS, controller cabinet and cabinet equipment to the site, install structure foundation, install support structure, install DMS on support structure in accordance with the plans. Connect power and communication between the DMS and the controller cabinet. Check sign operation and trouble shoot as necessary to confirm successful operation.

Relocate Speed Limit 50 mph Ahead signs (2), flashers, posts and foundations to locations shown on the plans. Connect power to flashers and confirm operation.

Site 3 – Transport DMS, controller cabinet and cabinet equipment to the site, install structure foundation, install support structure, install DMS on support structure in accordance with the plans. Connect power and communication between the DMS and the controller cabinet. Check sign operation and trouble shoot as necessary to confirm successful operation.

Relocate guide sign, posts and foundations to location shown on the plans.

Sites 4,5,6 – Transport DMS, controller cabinet and cabinet equipment to the site, install structure foundation, install support structure, install DMS on support structure in accordance with the plans. Connect power and communication between the DMS and the controller cabinet. Check sign operation and trouble shoot as necessary to confirm successful operation.

645.08 Method of Measurement

The dynamic message signs including the foundations, structural supports and structural connections, complete in place and operational as called for on the plans and specifications will be measured by each unit per lump sum for each site.

645.09 Basis of Payment

The accepted quantity of dynamic message signs, supports and foundations will be paid for at the contract unit price per lump sum per site. Such price will be full compensation for transporting the signs to each site, designing, fabricating and installing sign support structure, designing and installing the foundation, wiring between the DMS and controller cabinet, mounting the cabinet on the DMS support structure and all other incidentals necessary to complete the work. Relocation of traffic and guide signs as noted on the plans and in this specification also considered part of these payment items.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
645.155 Dynamic Message Sign and Supports (Site 2)	Lump Sum
645.155 Dynamic Message Sign and Supports (Site 3)	Lump Sum
645.155 Dynamic Message Sign and Supports (Site 4)	Lump Sum
645.155 Dynamic Message Sign and Supports (Site 5)	Lump Sum
645.155 Dynamic Message Sign and Supports (Site 6)	Lump Sum

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
(Traffic Control)

652.7 Method of Measurement. This entire Subsection is revised to read:
Traffic Control Supervisor, furnishing, installation, and maintenance of all traffic control devices **including flaggers** will be measured as one **lump sum** for all work authorized and performed.

652.8 Basis of Payment. This entire Subsection is revised to read:
Traffic Control will be paid for at the contract **lump sum** price. Payment will be full compensation for the Traffic Control Supervisor, flaggers, approach signs, work area signs, drums, cones, panel markers, barricades, arrow boards etc. and maintenance thereof including the setting up and taking down of lane closures as many times as necessary shall be considered part of the lump sum price.

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.

The Lump Sum will be payable in installments as follows: 5% of the Lump Sum once the approach signing is complete and approved, with the 95% balance to be paid as the work progresses at a rate proportional to the percentage completion of the Contract.

Failure by the contractor to follow the Contracts 652 Special Provisions and/or The Manual on Uniform Traffic Control Devices (MUTCD) and/or The Contractors own Traffic Control Plan will result in a reduction in payment, computed by reducing The Lump Sum Total by 5% per occurrence. 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.

All other requirements under the Standard Specifications Section 652 will be a part of the lump sum item.

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

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
652.39 Work Zone Traffic Control	Lump Sum

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

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

- Road Work Ahead
- Road Work 500 Feet
- Road Work __ Next Miles
- End Road Work

Work Areas Interstate. At the work sites, signs, flashing arrow boards 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:

- Road Construction 1 Mile
- Shoulder Closed 1/2 Mile with 45 MPH Advisory Speed Plate
- Advisory Speed Limit Plates for 45 MPH (spaced one per mile)
- Resume Speed
- Trucks Entering
- Single Lane Ahead (At on-ramp in right lane closure)
- Stop Ahead (At on-ramp in right lane closure)
- Stop (At on-ramp in right lane closure)
- Directional Arrows (At on-ramp in right lane closure)
- Work Area Ahead
- Exit

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

Maintenance of traffic for the Maine Turnpike shall be in accordance with Maine Turnpike Traffic Control Details, as shown on the plans.

General Requirements-Interstate. There shall be no diverting of traffic between northbound and southbound lanes.

The Contractor shall provide two twelve foot travel lanes.

All construction work shall be confined to the shoulder closure.

No equipment or vehicles of the Contractor, his Subcontractor or employees engaged in work on this contract, shall be parked or stopped on lanes carrying traffic, or on lanes or shoulders adjacent to lanes carrying traffic at any time, unless in a shoulder closure.

When the Contractor is not working on a closed shoulder for extended periods of time, all signing shall be removed and traffic shall be allowed to use the full roadway wherever possible.

The Contractor shall keep all paved areas of the roadway as clear as possible at all times. The Contractor's men and equipment shall avoid crossing traffic lanes whenever possible.

Road work ahead signs shall be used when the Contractor is working on or near an onramp or when the on-ramp enters a lane closure area.

Channelization. Channelization devices shall include the following:

- Drums
- Cones
- Temporary Raised Pavement Markers

Channelization devices shall be installed and maintained at the spacing determined by the MUTCD to delineate travel lanes through the project.

Drums or other channelization devices when directed by the Resident, shall be placed in the closed lane at a maximum spacing of 2 x speed limit.

Roadside Recovery Area. The Contractor shall not store material nor park equipment within 6 m [20 feet] of the edge of the established travel lanes.

Equipment parked overnight within 9 m [30 feet] of the edge of the travel lane shall be clearly marked by channelizing devices or other reflective devices.

Vehicles shall not be parked in the median.

Speed Limits in Work Zones. The Contractor shall sign all approved reduced speed limits on construction project according to APM #431 - A Policy on the Establishment of Speed Limits in Work Zones.

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
Construction Sign Sheeting Material

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

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
(Maine Turnpike Authority, Site #3)

This Subsection is amended as follows:

652.1 Description

The Maine Turnpike Authority owned facilities include the I-95 mainline.

The existing full lane width of the mainline shall be maintained at all times except while performing work in that designated shoulder, or during the placement and removal of traffic control devices.

652.2 Materials

The first sentence in the second paragraph is deleted and replaced with the following:

All construction signs shall have fluorescent orange reflective sheeting in conformance with ASTM 4956 type VII unless otherwise noted.

652.2.5 Safety Vests

This Subsection is amended by the addition of the following:

All jobsite personnel shall wear a safety vest labeled as ANSI 107-2004 standard performance for minimum Class 2 risk exposures or better.

CONSTRUCTION REQUIREMENTS

652.3.4 General

This Subsection is amended by the addition of the following:

No equipment or vehicles of the Contractor, their Subcontractors, or employees engaged in Work on this Contract shall be parked or stopped on lanes carrying traffic, or on lanes or shoulders adjacent to lanes carrying traffic, at any time, except as required by ongoing Work operations. Contractor equipment or vehicles shall never be used to stop, block or channelize traffic.

Vehicles parked on the shoulder shall be located so all portions of the vehicle(s) are a minimum of one foot from the traveled way. No operation (including loading or unloading vehicles) shall be conducted on or near the traveled lanes or shoulders without first setting up the

proper lane closure and traffic control devices. These precautions shall be maintained at all times while this Work is being performed.

652.3.6 Traffic Control

Interstate-95

Two travel lanes in each direction (each direction being 24 feet wide excluding shoulder) shall be maintained at all times except while performing work in a designated lane, and during the placement and removal of traffic control devices.

Lane Closures shall be removed if no construction is ongoing. Unattended lane closures are not allowed.

Activities are only allowed at day and times noted:

Travel lanes may not be impeded by traffic control devices until the time frames specified in the plan set, sheet 9 of 18.

Temporary Mainline Lane Closures

A minimum width of 14 feet is required for all lane closures.

The lane closure set-up may not begin until the beginning time specified. Lane closures that are set-up early or that remain in place outside of the approved period shall be subject to a lane rental fee of \$500 per five minutes for every five minutes outside of the approved time. The actual restriction of a travel lane by an arrow board or other traffic control device shall be a lane closure. Construction signs shall be installed immediately prior to the start of the lane closure and shall be promptly removed when no longer required. The installation and removal of a lane closure including signs, channelizing devices and arrow boards shall be a continuous operation. The Authority reserves the right to order removal of an approved lane closure.

Temporary lane closures will only be allowed at the times outlined in plan set, sheet 9 of 18. These hours may be adjusted by the Resident, based on the traffic volume each day.

The Resident is required to receive approval from the Maine Turnpike Authority for all lane closures. The request shall be submitted to the Authority by the Resident at least two (2) working days prior to the day of the requested lane closure. All requests must be received by 12:00 p.m. to be considered as received on that day. Requests received after 12:00 p.m. shall be considered as received the following day. The Contractor shall plan the work accordingly.

Lane Closure Installation and Removal Procedure

The Contractor will follow the following procedures when closing any travel lanes on the Turnpike roadways:

1. The sign package shall be erected starting with the first sign and proceeding to the start of the taper. The sign crew shall erect signs with the vehicle within the outside shoulder;
2. Position the arrow board with the proper arrow at the beginning of the taper;
3. When arrow board is in place, continue with the drums/cones to secure the work area.

To dismantle the lane closure, start with last drums/cone placed and work in reverse order until all the drums are removed. The arrow board which was installed first shall be the final traffic control device removed, excluding the sign package. The remaining sign package shall be picked up starting with the first sign placed and continuing in the direction of traffic and with the vehicle in the outside shoulder.

Temporary Mainline Shoulder Closures

Temporary shoulder closures with plastic drums shall be removed at the end of the workday. Temporary shoulder closures with plastic drums will not be allowed during periods of inclement weather as determined by the Authority.

652.61 Construction Vehicles

All vehicles used on the Project shall be equipped with amber flashing lights, visible from both front and rear, or by means of a single, approved type, revolving, flashing or strobe lights mounted so as to be visible 360 degrees. The vehicle flashing system shall be in continuous operation while the vehicle is on any part of the Project. Dump trucks and utility trucks shall have a strobe light mounted on each side of the vehicle.

SPECIAL PROVISION**SECTION 656**

Temporary Soil Erosion and Water Pollution Control

Standard Specification 656 of the Standard Specifications is deleted and replaced by this Special Provision.

The following information and requirements will constitute the Soil Erosion and Water Pollution Control Plan for this Project. The soil erosion and water pollution control measures associated with this work are as follows:

All work shall be done in accordance with the latest revision of the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual). The latest version is dated February 2008 and is available at:

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

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

1. The on-site person responsible for implementation of this plan, shall be the Contractor's Superintendent or other supervisory employee (the "Environmental Coordinator") with the authority to immediately remedy any deficient controls and shall provide the Resident with their numbers (telephone number, cellular phone and pager numbers, if applicable) where the Environmental Coordinator can be reached 24 hours a day.
2. All areas where soil is disturbed shall be permanently mulched on a daily basis and seeded on a weekly basis (if seeded by hand, it shall be done on a daily basis). All previously mulched areas shall be maintained and re-mulched on a daily basis if bare areas develop until an acceptable growth of grass has been obtained.
3. All disturbed ditches shall receive erosion control blanket or stone rip rap, as required, prior to leaving the site each day.
4. Winter stabilization BMPs shall be applied in accordance with the MDOT BMP Manual between November 1 and April 15 or during frozen ground conditions.
5. If the Work includes the handling or storage of petroleum products or Hazardous Materials including the on site fueling of Equipment, the Resident must be provided with a Spill Prevention Control and Countermeasure Plan (SPCCP) plan. At a minimum, the SPCCP shall include:
 - The name and emergency response numbers (telephone number, cellular phone and pager numbers, if applicable) of the Contractor's representative responsible for spill prevention;
 - General description and location of (1) handling, transfer, storage, and containment facilities of such products or Materials ("activities and facilities") and (2) potential receptors of such products or Materials including oceans, lakes, ponds, rivers, streams, wetlands, and sand and gravel aquifers ("sensitive resources") including the distances between said activities and facilities and said sensitive resources;

SPECIAL PROVISION

SECTION 656

Temporary Soil Erosion and Water Pollution Control

- Description of preventative measures to be used to minimize the possibility of a spill including Equipment and/or Materials to be used to prevent discharges including absorbent Materials,
 - A contingency response plan to be implemented if a spill should occur including a list of emergency phone/pager numbers including the Contractor's representative, MDEP Spill Response, the Resident, and local police and fire authorities. For a related provision, see *Standard Specification, Section, 105.2.2 - Project Specific Emergency Planning*.
6. The Environmental Coordinator must inspect and maintain daily all controls for the duration of the project.
 7. If the Project Resident directs new soil disturbance that requires temporary erosion and sedimentation control, all permits shall be obtained by the MaineDOT and a full SEWPCP will be required and paid for as Extra Work.

Any costs related to this plan shall be considered incidental to the contract.

SPECIAL PROVISIONS APPENDIX A

Appendix A is a summary of the requirements for the Contractors working on, above or adjacent to any roadway owned and operated by the Maine Turnpike Authority.

The sections of Appendix A are additions and alterations to the Maine Department of Transportation Standard Specifications.

For this Appendix, all references to the Maine Department of Transportation shall also refer to the Maine Turnpike Authority unless otherwise stated.

Working Day - The Contractor shall not work during the period from 1/2-hour after sunset to 1/2-hour before sunrise, unless otherwise required by the contract or approved by the Resident.

If, after approval, Work is performed on a Saturday, Sunday, or a holiday, the day shall be considered a Working Day.

104.3.11 Responsibility for Property of Others

This Subsection is amended by the addition of the following:

The Contractor shall respond to all damage claims in writing, within 30 days, to the party making a damage claim. The response shall state that the Contractor accepts responsibility for the damage or outlines the reasons why the claim has been denied. If the Contractor has turned the claim over to their insurance agent or carrier, the name of the agent or carrier, along with the contact person, address and telephone information shall be included in the response to the claimant and a copy to the Authority. A standard form letter denying the claim without an explanation of the situation shall be unacceptable. A copy of the response letter shall be submitted to the Authority within the 30 day response time. The Authority shall review the response letter and will determine if the Contractor has replied in a responsive manner. If the Authority does not receive a response letter or action report from the Contractor within the 30 day response time, the Authority will determine if the Contractor is responsible for the claimed damage. If, in the absence of the Contractor's response or action report, the Authority deems the claim to be valid, the Authority will at its option pay the damage claim and deduct the amount of the claim from the Contractor. The Contractor will not be entitled to recoup these funds if their response was not transmitted within the 30 day response time. The Authority will not intervene in any claim actions where the Contractor's insurance carrier is conducting a valid, ongoing claim investigation.

104.4.7 Cooperation With Other Contractors

This Subsection is amended by the addition of the following:

The Contractor shall cooperate with the Maine Turnpike Authority. The Authority reserves the right to conduct maintenance operations and to erect and remove traffic control devices as deemed necessary by the Authority or the Resident within or adjacent to the Project.

105.5.1 General Requirements

This Subsection is amended by the addition of the following:

Toll Free Passage on the Turnpike

The Contractor shall not be granted free use of the Turnpike for movement of vehicles, labor and equipment and for delivery of material essential to the Work.

Change of Direction

The Contractor will not be permitted to reverse directions (U-turns) at the toll plazas or at interchanges. All vehicles must exit the Turnpike prior to reversing directions.

The Contractor shall not use the median openings on the Turnpike. The Contractor will be assessed a fine every time any employee of the Contractor, Subcontractor or Supplier is observed using a median opening by a Resident or Turnpike employee anywhere on the Maine Turnpike during the duration of the Contract. The fine will be deducted from monies owed to the Contractor.

The fines will be levied on a per occurrence basis as follows:

<u>NUMBER OF OCCURRENCES</u>	<u>FINE</u>
First	\$100

For the second occurrence, and any occurrence thereafter, the fine is increased by \$100 per each occurrence. The number of occurrences is not specific to a Contract, an individual or a vehicle, but based solely on the number of times any employee of the Contractor, Subcontractor or Supplier is observed using a median opening anywhere on the Maine Turnpike. The Contractor shall be notified in writing of the violation by the Authority.

107.3.3 Sundays and Holidays

This Subsection is amended by the addition of the following:

“Saturday” is added before Sunday.

Requests to work outside of the allowable periods must be submitted in writing and approved by the Resident prior to the start of Work. Approval for Work that in the Authority’s opinion will not significantly impact traffic flow will not be unreasonably withheld.

107.4.2 Schedule of Work Required

This Subsection is amended by the addition of the following:

In addition to the Schedule required hereinbefore, the Contractor shall submit, no later than 12:00-noon every Thursday, a detailed plan of his operations for the following week. This plan shall show the type of Work to be done and the traffic lanes that are to be impacted. This updated plan will be used by the Resident to schedule the appropriate resources and inform other interested parties of the proposed Work

110.1 Indemnification.

This Subsection is amended by the addition of the following:

“and Maine Turnpike Authority” is added after “Department” in the first sentence.

110.3.2 Commercial General Liability

This Subsection is amended by the addition of the following:

“and Maine Turnpike Authority” is added after “Department” in the third sentence.

110.3.8 Administrative & General Provisions.

A. Additional Insured. This section is amended by the addition of the following:

“and Maine Turnpike Authority” is added after “Department of Transportation” in the first sentence.

STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at:

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

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

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

535(05)	Precast Superstructure - Post Tensioning	5/20/08
502(03)	Concrete Curb - Bituminous Wearing Surface	2/2/09
502(03)A	Concrete Curb - Concrete Wearing Surface	2/2/09
502(07)	Precast Concrete Deck Panels - Layout Plan	2/2/09
502(07)A	Precast Concrete Deck Panels - Layout Plan	2/2/09
502(08)	Precast Concrete Deck Panels - Panel Plan	2/2/09
502(09)	Precast Concrete Deck Panels - Blocking Detail	2/2/09
502(10)	Precast Concrete Deck Panels	2/2/09
502(11)	Precast Concrete Deck Panels	2/2/09
502(12)	Precast Concrete Deck Panels - Notes	2/2/09
502(12)A	Precast Concrete Deck Panels - Notes	2/2/09
526(06)	Permanent Concrete Barrier	2/2/09
526(08)	Permanent Concrete Barrier – Type IIIA	2/2/09
526(08)A	Permanent Concrete Barrier – Type IIIA	2/2/09
526(13)	Permanent Concrete Barrier – Type IIIB	2/2/09
526(14)	Permanent Concrete Barrier – Type IIIB	2/2/09
526(21)	Concrete Transition Barrier	2/2/09
526(39)	Texas Classic Rail – Between Window	2/2/09
526(40)	Texas Classic Rail – Through Window	2/2/09
526(41)	Texas Classic Rail – Through Post	2/2/09
526(42)	Texas Classic Rail – Through Nose	2/2/09
606(20)	Guardrail - Type 3 - Single Rail - Bridge Mounted	2/2/09
606(21)	Guardrail - Type 3 - Single Rail - Bridge Mounted	2/2/09
606(22)	Guardrail - Type 3 - Single Rail - Bridge Mounted	2/2/09

606(23)	Guardrail - Type 3 - Single Rail - Bridge Mounted	2/2/09
609(06)	Vertical Bridge Curb	2/2/09
609(08)	Precast Concrete Transition Curb	2/2/09

SUPPLEMENTAL SPECIFICATION

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

SECTION 101

CONTRACT INTERPRETATION

101.2 Definitions

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

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

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

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

SECTION 102

DELIVERY OF BIDS

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

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

SECTION 103

AWARD AND CONTRACTING

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

SECTION 104

GENERAL RIGHTS AND RESPONSIBILITIES

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

Delete the entire Section 104.5.9 and replace with the following:

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

SECTION 105 GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

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

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

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

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

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

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

SECTION 106 QUALITY

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

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

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

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

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

SECTION 107 TIME

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

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

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

SECTION 108 PAYMENT

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

SECTION 109 CHANGES

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

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

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

109.5.1 Definitions - Types of Delays

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

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

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

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

109.7.5 Force Account Work

C. Equipment

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

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

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

Add the following section;

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

SECTION 110 INDEMNIFICATION, BONDING, AND INSURANCE

Delete the entire Section 110.2.3 and replace with the following:

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

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

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

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

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

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

SECTION 202 REMOVING STRUCTURES AND OBSTRUCTIONS

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

SECTION 203 EXCAVATION AND EMBANKMENT

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

SECTION 502
STRUCTURAL CONCRETE

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

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

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

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

502.10 Forms and False work

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

502.11 Placing Concrete

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

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

Second paragraph; delete the first two sentences.

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

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

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

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

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

SECTION 503 REINFORCING STEEL

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

SECTION 504 STRUCTURAL STEEL

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

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

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

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

SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

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

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

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

SECTION 603
PIPE CULVERTS AND STORM DRAINS

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

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

SECTION 604
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

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

SECTION 605
UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

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

SECTION 606
GUARDRAIL

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

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

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

SECTION 609
CURB

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

SECTION 615
LOAM

615.02 Materials Make the following change:

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

SECTION 618
SEEDING

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

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

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

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

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

SECTION 620
GEOTEXTILES

620.03 Placement Section (c)

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

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

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

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

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

620.09 Basis of Payment

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

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

SECTION 621
LANDSCAPING

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

SECTION 626
HIGHWAY SIGNING

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

SECTION 627
PAVEMENT MARKINGS

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

SECTION 637
DUST CONTROL

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

SECTION 639
ENGINEERING FACILITIES

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

Description Change “Floor Area” to “Floor Area (Outside Dimension)”. Change Type B floor area from “15 (160)” to “14.4 (155)”.

SECTION 652

MAINTENANCE OF TRAFFIC

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

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

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

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

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

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

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

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

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

652.2.4 Other Devices Delete the last paragraph and add the following:

652.2.5 Portable Changeable Message Sign Trailer mounted Portable Changeable Message Signs (PCMS) must be of a type that has been submitted to AASHTO's National Transportation Product Evaluation Program (NTPEP) for evaluation and placed on the Maine

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 653 POLYSTYRENE PLASTIC INSULATION

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

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

SECTION 656

TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

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

SECTION 701

STRUCTURAL CONCRETE RELATED MATERIALS

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

SECTION 703

AGGREGATES

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

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

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

703.09 HMA Mixture Composition The coarse and fine aggregate shall meet the requirements of Section 703.07. The several aggregate fractions for mixtures shall be sized, graded, and combined in such proportions that the resulting composite blends will meet the grading requirements of the following table.

AGGREGATE GRADATION CONTROL POINTS

SIEVE SIZE	Nominal Maximum Aggregate Size---Control Points (Percent Passing)				
	TYPE 25 mm	TYPE 19 mm	TYPE 12.5 mm	TYPE 9.5 mm	TYPE 4.75 mm
	PERCENT BY WEIGHT PASSING - COMBINED AGGREGATE				
37.5 mm	100				
25 mm	90-100	100			
19 mm	-90	90-100	100		
12.5 mm		-90	90-100	100	100
9.5 mm		-	-90	90-100	95-100
4.75 mm		-	-	-90	80-100
2.36 mm	19-45	23-49	28-58	32-67	40 - 80
1.18 mm		-	-	-	-
600 µm		-	-	-	-
300 µm		-	-	-	-
75 µm	1-7	2-8	2-10	2-10	2-10

Gradation Classification---- The combined aggregate gradation shall be classified as coarse-graded when it passes below the Primary Control Sieve (PCS) control point as defined in the following table. All other gradations shall be classified as fine-graded.

GRADATION CLASSIFICATION

PCS Control Point for Mixture Nominal Maximum Aggregate Size (% passing)				
Nominal Maximum Aggregate Size	TYPE 25 mm	TYPE 19 mm	TYPE 12.5 mm	TYPE 9.5 mm
Primary Control Sieve	4.75 mm	4.75 mm	2.36 mm	2.36 mm
PCS Control Point (% passing)	40	47	39	47

If a Grading "D" mixture is allowed per Special Provision Section 403, it shall meet the following gradation and the aggregate requirements of Section 703.07.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
½ inch	100
¾ inch	93-100
No. 4	60-80
No. 8	46-65
No. 16	25-55
No. 30	16-40
No. 50	10-30
No. 100	6-22
No. 200	3.0-8.0

703.18 Common Borrow Replace the first paragraph with the following: “Common borrow shall consist of earth, suitable for embankment construction. It shall be free from frozen material, perishable rubbish, peat, and other unsuitable material including material currently or previously contaminated by chemical, radiological, or biological agents unless the material is from a DOT project and authorized by DEP for use.”

703.22 Underdrain Backfill Material Change the first paragraph from “...for Underdrain Type B...” to “...for Underdrain Type B and C...”

SECTION 706 NON-METALLIC PIPE

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

SECTION 709 REINFORCING STEEL AND WELDED STEEL WIRE FABIC

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

SECTION 710 FENCE AND GUARDRAIL

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

710.04 Metal Beam Rail Replace with the following: “Galvanized steel rail elements shall conform to the requirements of AASHTO M 180, Class A, Type II.

When corrosion resistant steel is specified, rail shall conform to AASHTO M 180, Class A, Type IV. Beams of corrosion resistant steel shall not be painted or galvanized. They shall be so handled and stored that the traffic face of these beams, used in a continuous run of guardrail, shall not show a distinctive color differential.

When metal beam rail is to be installed on a curve having a radius of curvature of 150 ft. or less, the beam sections shall be fabricated on an arc to the required radius and permanently stamped or embossed with the designated radius.

The engineer may take one piece of guardrail, a backup plate, and end or buffer section from each 200 pieces in a lot, or from each lot if less than 200 pieces are included therein for determination of compliance with specification requirements. If one piece fails to conform to the requirements of this specification, two other pieces shall be tested. If either of these pieces fails to conform to the requirements of this specification, the lot of material represented by

these samples shall be rejected. A lot shall be considered that quantity of material offered for inspection at one time that bears the same heat and coating identification.”

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

SECTION 712 MISCELLANEOUS HIGHWAY MATERIALS

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

Add the following:

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

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

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

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

- (a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

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

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

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

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

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

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

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [$\frac{1}{2}$ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [$\frac{1}{2}$ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [$\frac{3}{4}$ in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

717.03 C. Method #3 - Roadside Mixture #3 Change the seed proportions to the following:

Crown Vetch	25%
Perennial Lupine	25%
Red Clover	12.5%
Annual Rye	37.5%

717.05 Mulch Binder Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

SECTION 720 STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS

720.08 U-Channel Posts Change the first sentence from “..., U-Channel posts...” to “..., Rib Back U-Channel posts...”

SECTION 722
GEOTEXTILES

722.01 Stabilization/Reinforcement Geotextile Add the following to note #3; “The strengths specified in the columns labeled”<50%” and “≥ 50%” refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the “<50%” column. Submittals must include the percent elongation at which the material was tested.”

722.02 Drainage Geotextile Add the following to note #3; “The strengths specified in the columns labeled”<50%” and “≥ 50%” refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the “<50%” column. Submittals must include the percent elongation at which the material was tested.”

722.01 Erosion Control Geotextile Add the following note to Elongation in the Mechanical Property Table; “The strengths specified in the columns labeled”<50%” and “≥ 50%” refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the “<50%” column. Submittals must include the percent elongation at which the material was tested.”

APPENDIX A TO DIVISION 100

SECTION 1 - BIDDING PROVISIONS

A. Federally Required Certifications By signing and delivering a Bid, the Bidder certifies as provided in all certifications set forth in this Appendix A - Federal Contract Provisions Supplement including:

- Certification Regarding No Kickbacks to Procure Contract as provided on this page 1 below.
- Certification Regarding Non-collusion as provided on page 1 below.
- Certification Regarding Non-segregated Facilities as provided by FHWA Form 1273, section III set forth on page 21 below.
- "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" as provided by FHWA Form 1273, section XI set forth on page 32 below.
- "Certification Regarding Use of Contract Funds for Lobbying" as provided by FHWA Form 1273, section XII set forth on page 35 below.

Unless otherwise provided below, the term "Bidder", for the purposes of these certifications, includes the Bidder, its principals, and the person(s) signing the Bid. Upon execution of the Contract, the Bidder (then called the Contractor) will again make all the certifications indicated in this paragraph above. Upon execution of the Contract, the Bidder (then called the Contractor) will again make all the certifications indicated in this paragraph above.

CERTIFICATION REGARDING NO KICKBACKS TO PROCURE CONTRACT Except expressly stated by the Bidder on sheets submitted with the Bid (if any), the Bidder hereby certifies, to the best of its knowledge and belief, that it has not:

(A) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract;

(B) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

(C) paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract;

By signing and submitting a Bid, the Bidder acknowledges that this certification is to be furnished to the Maine Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this contract in anticipation of federal aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

CERTIFICATION REGARDING NONCOLLUSION Under penalty of perjury as provided by federal law (28 U.S.C. §1746), the Bidder hereby certifies, to the best of its knowledge and belief, that:

the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with the Contract.

For a related provisions, see Section 102.7.2 (C) of the Standard Specifications - "Effects of Signing and Delivery of Bids" - "Certifications", Section 3 of this Appendix A entitled "Other Federal Requirements" including section XI - "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" and section XII. - "Certification Regarding Use of Contract Funds for Lobbying."

B. Bid Rigging Hotline To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

SECTION 2 - FEDERAL EEO AND CIVIL RIGHTS REQUIREMENTS

Unless expressly otherwise provided in the Bid Documents, the provisions contained in this Section 2 of this "Federal Contract Provisions Supplement" are hereby incorporated into the Bid Documents and Contract.

A. Nondiscrimination & Civil Rights - Title VI The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate. The Contractor and subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with all State of Maine and other Federal Civil Rights laws.

For related provisions, see Subsection B - "Nondiscrimination and Affirmative Action - Executive Order 11246" of this Section 2 and Section 3 - Other Federal Requirements of this "Federal Contract Provisions Supplement" including section II - "Nondiscrimination" of the "Required Contract Provisions, Federal Aid Construction Contracts", FHWA-1273.

B. Nondiscrimination and Affirmative Action - Executive Order 11246 Pursuant to Executive Order 11246, which was issued by President Johnson in 1965 and amended in 1967 and 1978, this Contract provides as follows.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall

document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidations, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all forepersons, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and to maintain a record of the organization's responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Department's Civil Rights Office when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Design-Builder's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under B above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligation; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review

of these items with on-site supervisory personnel such as Superintendents, General Forepersons, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractor's and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both orally and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screenings, procedures, and test to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of a Contractor's workforce.
11. Validate all tests and other selection requirements.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractor's and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

C. Goals for Employment of Women and Minorities Per Executive Order 11246, craft tradesperson goals are 6.9% women and .5% minorities employed. However, goals may be adjusted upward at the mutual agreement of the Contractor and the Department. Calculation of these percentages shall not include On-the-Job Training Program trainees, and shall not include clerical or field clerk position employees.

For a more complete presentation of requirements for such Goals, see the federally required document "Goals for Employment of Females and Minorities" set forth in the next 6 pages below.

Start of GOALS FOR EMPLOYMENT OF FEMALE AND MINORITIES
Federally Required Contract Document

§60-4.2 Solicitations

(d) The following notice shall be included in, and shall be part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice of Requirement for Affirmative Action to Ensure Equal Opportunity (Executive Order 11246)

1. The Offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for female participation in each trade 6.9%

Goals for minority participation for each trade

Maine

001 Bangor, ME 0.8%

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

002 Portland-Lewiston, ME

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

6403 Portland, ME 0.6%
(Cumberland, Sagadahoc)

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

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

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

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

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

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

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

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

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

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

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

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

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

- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7 a through p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7 a through p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program and reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions take on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, specific minority group of women is underutilized.)
 10. The Contractor shall not use the goals and timetables or affirmative action even through the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementation regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the

requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.6.

- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

End of GOALS FOR EMPLOYMENT OF FEMALES AND MINORITIES
Federally Required Contract Document

D. Disadvantaged Business Enterprise (DBE) Requirements The Department has established an annual Disadvantaged Business Enterprise goal to be achieved through race neutral means. This goal will adjusted periodically and will be provided by Supplemental Provision. The Contractor shall comply with all provisions of this section regarding DBE participation and the Department’s latest version of the Disadvantaged Business Enterprise Program Manual, said Manual being incorporated herein by reference. In the case of conflict between this Contract and said Manual, this Contract shall control. The Department reserves the right to adjust DBE goals on a project-by-project basis by addendum.

Policy. It is the Department’s policy that DBEs as defined in 23 CFR Part 26 and referenced in the Transportation Equity Act for 21st Century of 1998, as amended from the Surface Transportation Uniform Relocation Assistance Act of 1987, and the Intermeddle Surface Transportation Efficiency Act of 1991. The intent hereto remains to provide the maximum opportunity for DBEs to participate in the performance of contracts financed in whole or in part with federal funds.

The Department and its Contractors shall not discriminate on the basis of race, color, national origin, ancestry, sex, age, or disability in the award and performance of DOT assisted contracts.

Disadvantaged Business Enterprises are those so certified by the Maine Department of Transportation Civil Rights Office prior to bid opening date.

The Department has determined that elements of a good faith effort to meet the contract goal include but are not limited to the following:

1. Whether the Contractor advertised in general circulation, trade association, and minority/women's-focus media concerning the subcontracting opportunities;
2. Whether the Contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;
3. Whether the Contractor followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;
4. Whether the Contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals;
5. Whether the Contractor provided interested DBEs with adequate information about the plans, specification and requirements of the contract;
6. Whether the Contractor negotiated in good faith with interested DBEs, not rejecting the DBE as unqualified without sound reasons based on a thorough investigation of their capabilities;
7. Whether the Contractor made efforts to assist interested DBEs with other appropriate technical/financial assistance required by the Department or Contractor;
8. Whether the Contractor effectively used the services of available minority/women's community organizations, minority/women's business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

Substitutions of DBEs. The following may be acceptable reasons for Civil Rights Office approval of such a change order:

- The DBE defaults, voluntarily removes itself or is over-extended;
- The Department deletes portions of the work to be performed by the DBE.

It is not intended that the ability to negotiate a more advantageous contract with another certified DBE be considered a valid basis for such a change in DBE utilization once the DBE Bid Submission review has been passed. Any requests to alter the DBE commitment must be in writing and included with the change order.

Failure to carry out terms of this Standard Specification shall be treated as a violation of this contract and will result in contract sanctions which may include withholding of partial payments totaling the creditable dollars amount which would have been paid for said DBE participation, termination of this contract or other measures which may affect the ability of the Contractor to obtain Department contracts.

Copies of the Maine Department of Transportation's DBE Program may be obtained from:

Maine Department of Transportation
Civil Rights Office
#16 State House Station
Augusta, Maine 04333-0016
tel. (207) 624-3519

Quarterly Reporting Requirement. The Contractor must submit Semi-annual reports of actual dollars paid to Disadvantaged Business Enterprises (DBE's) on this Project to the MDOT Civil Rights Office by the end of the third week of April and October for the period covering the preceding six months considered Federal Fiscal Year periods. The reports will be submitted directly to the Civil Rights Office on the form provided in the latest version of the DBE Program Manual. Failure to submit the report by the deadline may result in a withholding of approval of partial payment estimates by the Department.

SECTION 3 - OTHER FEDERAL REQUIREMENTS

Unless expressly otherwise provided in the Bid Documents, the provisions contained in this Section 3 of this "Federal Contract Provisions Supplement" are hereby incorporated into the Bid Documents and Contract.

A. Buy America

If the cost of products purchased for permanent use in this project which are manufactured of steel, iron or the application of any coating to products of these materials exceeds 0.1 percent of the contract amount, or \$2,500.00, whichever is greater, the products shall have been manufactured and the coating applied in the United States. The coating materials are not subject to this clause, only the application of the coating. In computing that amount, only the cost of the product and coating application cost will be included.

Ore, for the manufacture of steel or iron, may be from outside the United States; however, all other manufacturing processes of steel or iron must be in the United States to qualify as having been manufactured in the United States.

United States includes the 50 United States and any place subject to the jurisdiction thereof.

Products of steel include, but are not limited to, such products as structural steel, piles, guardrail, steel culverts, reinforcing steel, structural plate and steel supports for signs, luminaries and signals.

Products of iron include, but are not limited to, such products as cast iron grates.

Application of coatings include, but are not limited to, such applications as epoxy, galvanized and paint.

To assure compliance with this section, the Contractor shall submit a certification letter on its letterhead to the Department stating the following:

“This is to certify that products made of steel, iron or the application of any coating to products of these materials whose costs are in excess of \$2,500.00 or 0.1 percent of the original contract amount, whichever is greater, were manufactured and the coating, if one was required, was applied in the United States.”

B. Materials

a. Convict Produced Materials References: 23 U.S.C. 114(b)(2), 23 CFR 635.417

Applicability: FHWA's prohibition against the use of convict material only applies to Federal-aid highways. Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if: 1) such materials have been produced by convicts who are on parole, supervised release, or probation from a prison; or 2) such material has been produced in a qualified prison facility, e.g., prison industry, with the amount produced during any 12-month period, for use in Federal-aid projects, not exceeding the amount produced, for such use, during the 12-month period ending July 1, 1987.

Materials obtained from prison facilities (e.g., prison industries) are subject to the same requirements for Federal-aid participation that are imposed upon materials acquired from other sources. Materials manufactured or produced by convict labor will be given no preferential treatment.

The preferred method of obtaining materials for a project is through normal contracting procedures which require the contractor to furnish all materials to be incorporated in the work. The contractor selects the source, public or private, from which the materials are to be obtained (23 CFR 635.407). Prison industries are prohibited from bidding on projects directly (23 CFR 635.112e), but may act as material supplier to construction contractors.

Prison materials may also be approved as State-furnished material. However, since public agencies may not bid in competition with private firms, direct acquisition of materials from a prison industry for use as State-furnished material is subject to a public interest finding with the Division Administrator's concurrence (23 CFR 635.407d). Selection of materials produced by convict labor as State-furnished materials for mandatory use should be cleared prior to the submittal of the Plans Specifications & Estimates (PS&E).

b. Patented/Proprietary Products References: 23 U.S.C. 112, 23 CFR 635.411

FHWA will not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the plans and specifications for a project, unless:

- the item is purchased or obtained through competitive bidding with equally suitable unpatented items,
- the STA certifies either that the proprietary or patented item is essential for synchronization with the existing highway facilities or that no equally suitable alternative exists, or
- the item is used for research or for a special type of construction on relatively short sections of road for experimental purposes. States should follow FHWA's procedures for "Construction Projects Incorporating Experimental Features" ([expermnt.htm](#)) for the submittal of work plans and evaluations.

The primary purpose of the policy is to have competition in selection of materials and allow for development of new materials and products. The policy further permits materials and products that are judged equal may be bid under generic specifications. If only patented or proprietary products are acceptable, they shall be bid as alternatives with all, or at least a

reasonable number of, acceptable materials or products listed; and the Division Administrator may approve a single source if it can be found that its utilization is in the public interest.

Trade names are generally the key to identifying patented or proprietary materials. Trade name examples include 3M, Corten, etc. Generally, products identified by their brand or trade name are not to be specified without an "or equal" phrase, and, if trade names are used, all, or at least a reasonable number of acceptable "equal" materials or products should be listed. The licensing of several suppliers to produce a product does not change the fact that it is a single product and should not be specified to the exclusion of other equally suitable products.

c. State Preference References: 23 U.S.C. 112, 23 CFR 635.409

Materials produced within Maine shall not be favored to the exclusion of comparable materials produced outside of Maine. State preference clauses give particular advantage to the designated source and thus restrict competition. Therefore, State preference provisions shall not be used on any Federal-aid construction projects.

This policy also applies to State preference actions against materials of foreign origin, except as otherwise permitted by Federal law. Thus, States cannot give preference to in-State material sources over foreign material sources. Under the Buy America provisions, the States are permitted to expand the Buy America restrictions provided that the STA is legally authorized under State law to impose more stringent requirements.

d. State Owned/Furnished/Designated Materials References: 23 U.S.C. 112, 23 CFR 635.407

Current FHWA policy requires that the contractor must furnish all materials to be incorporated in the work, and the contractor shall be permitted to select the sources from which the materials are to be obtained. Exceptions to this requirement may be made when there is a definite finding, by MDOT and concurred in by Federal Highway Administration's (FHWA) Division Administrator, that it is in the public interest to require the contractor to use materials furnished by the MDOT or from sources designated by MDOT. The exception policy can best be understood by separating State-furnished materials into the categories of manufactured materials and local natural materials.

Manufactured Materials When the use of State-furnished manufactured materials is approved based on a public interest finding, such use must be made mandatory. The optional use of State-furnished manufactured materials is in violation of our policy prohibiting public agencies from competing with private firms. Manufactured materials to be furnished by MDOT must be acquired through competitive bidding, unless there is a public interest finding for another method, and concurred in by FHWA's Division Administrator.

Local Natural Materials When MDOT owns or controls a local natural materials source such as a borrow pit or a stockpile of salvaged pavement material, etc., the materials may be designated for either optional or mandatory use; however, mandatory use will require a public interest finding (PIF) and FHWA's Division Administrator's concurrence.

In order to permit prospective bidders to properly prepare their bids, the location, cost, and any conditions to be met for obtaining materials that are made available to the contractor shall be stated in the bidding documents.

Mandatory Disposal Sites Normally, the disposal site for surplus excavated materials is to be of the contractor's choosing; although, an optional site(s) may be shown in the contract provisions. A mandatory site shall be specified when there is a finding by MDOT, with the concurrence of the Division Administrator, that such placement is the most economical or that the environment would be substantially enhanced without excessive cost. Discussion of the mandatory use of a disposal site in the environmental document may serve as the basis for the public interest finding.

Summarizing FHWA policy for the mandatory use of borrow or disposal sites:

- mandatory use of either requires a public interest finding and FHWA's Division Administrator's concurrence,
- mandatory use of either may be based on environmental consideration where the environment will be substantially enhanced without excessive additional cost, and
- where the use is based on environmental considerations, the discussion in the environmental document may be used as the basis for the public interest finding.

Factors to justify a public interest finding should include such items as cost effectiveness, system integrity, and local shortages of material.

C. Standard FHWA Contract Provisions - FHWA 1273

Unless expressly otherwise provided in the Bid Documents, the following "Required Contract Provisions, Federal Aid Construction Contracts", FHWA-1273, are hereby incorporated into the Bid Documents and Contract.

Start of FHWA 1273 REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS(As revised through March 10, 1994)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

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

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

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. Selection of Labor: During the performance of this contract, the contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment,

upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. EEO Officer. The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. Dissemination of Policy. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. Recruitment. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. Personnel Actions. Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. Training and Promotion.
- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision

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

- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. Unions. If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment. The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

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

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

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

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

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

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the

provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - (2) the additional classification is utilized in the area by the construction industry;
 - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

a. Apprentices:

- (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor

as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

- (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
 - (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. **Helpers.** Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
5. **Apprentices and Trainees (Programs of the U.S. DOT).** Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
 6. **Withholding.** The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 7. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4

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

8. Violation. Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.
9. Withholding for Unpaid Wages and Liquidated Damages. The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

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

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

Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor,

with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health

standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

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

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

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

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

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

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

1. Instructions for Certification - Primary Covered Transactions:
(Applicable to all Federal-aid contracts - 49 CFR 29)
 - a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
 - b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
 - c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
 - d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out

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

- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or

local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions: (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

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

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 ENVIRONMENTAL PROTECTION (DEP)
 PERMIT BY RULE NOTIFICATION FORM
 (For use with DEP Regulation, Chapter 305)**

■ MDOT PIN: 12448.01

Name of Applicant: State of Maine Department of Transportation Name of Contact: Josh Nichols
 Mailing Address: 16 Station State House Town/City: Augusta State: Me. Zip Code: 04330-0016
 Daytime Telephone #: Name of Wetland, Water Body or Stream: Unnamed wetland

Detailed Directions to Site: Project is located on Route I-295 S.B. approximately 0.56 miles southerly of Falmouth Town Line (mile marker 8.0 southbound).

Town/City: **Portland** Map #: N/A Lot #: N/A County: **Cumberland**

Description of Project: Project scope is to replace the existing portable message sign with a permanent Dynamic Message Sign. Underground utilities will be run from state owned railroad right of way to the new sign location. The project will be performed in accordance with erosion control measures conforming with the latest versions of the *State of Maine Department of Transportation Standard Specifications for Highways and Bridges* and the *Department of Transportation's Best Management Practices for Erosion and Sediment Control*.

Part of a larger project? Yes No

(CHECK ONE) This project... does does not ...involve work below mean low water.

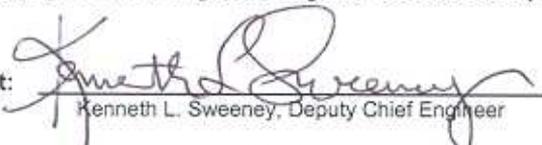
I am filing notice of my intent to carry out work which meets the requirements for Permit By Rule (PBR) under DEP Regulation, Chapter 305. I have a copy of PBR Sections checked below. I have read and will comply with all of the standards.

- | | | |
|---|---|---|
| <input type="checkbox"/> Sec. (2) Soil Disturbance | <input type="checkbox"/> Sec. (8) Shoreline stabilization | <input type="checkbox"/> Sec. (14) Piers, Wharves & Pilings |
| <input type="checkbox"/> Sec. (3) Intake Pipes | <input type="checkbox"/> Sec. (9) Utility Crossing | <input type="checkbox"/> Sec. (15) Public Boat Ramps |
| <input type="checkbox"/> Sec. (4) Replacement of Structures | <input type="checkbox"/> Sec. (10) Stream Crossing | <input type="checkbox"/> Sec. (16) Coastal Sand Dune Projects |
| <input type="checkbox"/> Sec. (5) REPEALED | <input checked="" type="checkbox"/> Sec. (11) State Transport, Facilities | <input type="checkbox"/> Sec. (17) Transfers/Permit Extension |
| <input type="checkbox"/> Sec. (6) Movement of Rocks or Vegetation | <input type="checkbox"/> Sec. (12) Restoration of Natural Areas | <input type="checkbox"/> Sec. (18) Maintenance Dredging |
| <input type="checkbox"/> Sec. (7) Outfall Pipes | <input type="checkbox"/> Sec. (13) F&W Creation/Enhance/Water Quality Improvement | |

I authorize staff of the Departments of Environmental Protection, Inland Fisheries & Wildlife, and Marine Resources to access the project site for the purpose of determining compliance with the rules. I also understand that ***this permit is not valid until approved by the Department or 14 days after receipt by the Department, whichever is less.***

I have attached all of the following required submittals. **NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS:**

- **A \$55 (non-refundable) payment shall be done by internal billing.**
- **Attach a U.S.G.S. topo map or Maine Atlas & Gazetteer map with the project site clearly marked.**
- Attach photographs showing existing site conditions (unless not required under standards).**

Signature of Applicant: 
 Kenneth L. Sweeney, Deputy Chief Engineer

Date: 1/7/2008

Keep the bottom copy as a record of permit. Send the form with attachments via certified mail to the Maine Dept. of Environmental Protection **at the appropriate regional office listed below.** The DEP will send a copy to the Town Office as evidence of the DEP's receipt of notification. No further authorization by DEP will be issued after receipt of notice. Permits are valid for two years. **Work carried out in violation of any standard is subject to enforcement action.**

AUGUSTA DEP STATE HOUSE STATION 17 AUGUSTA, ME 04333-0017 (207)287-2111 PORTLAND DEP 312 CANCO ROAD PORTLAND, ME 04103 (207)822-6300 BANGOR DEP 106 HOGAN ROAD BANGOR, ME 04401 (207)941-4570 PRESQUE ISLE DEP 1235 CENTRAL DRIVE PRESQUE ISLE, ME 04769 (207)764-0477

OFFICE USE ONLY	Ck.#	Staff	Staff	Staff	
PBR #	FP	Date	Acc. Date	Def. Date	After Photos