

**Updated 1/6/06**

# **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™ web-based service, b) a Bid Guaranty (as described below) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

3. Include prices for all required items in the Schedule of Items. (“Zero is not considered a Bid price.”)
4. Include a Bid Guaranty. Acceptable forms are:
  - a. a properly completed and signed Bid Bond on the Department’s prescribed form (or on a form that does not contain any significant variations from the Department’s form as determined by the Department) for 5% of the Bid Amount or
  - b. an Official Bank Check, Cashier’s Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.
5. If a paper Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta. Other means, such as U.S. Postal Service’s Express Mail has proven not to be reliable.

### **IN ADDITION, FOR FEDERAL AID PROJECTS:**

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

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

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

# NOTICE

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

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

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

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

# NOTICE

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

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

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

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

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

force, and effect.

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

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WITNESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL:

By \_\_\_\_\_

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

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

SURETY:

By \_\_\_\_\_

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

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

# NOTICE

## Bidders:

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



# NOTICE

## Disadvantaged Business Enterprise Proposed Utilization

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

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

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

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

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

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

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

## The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

## SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

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

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

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

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

## NOTICE

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

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

For FFY 2006 (October 1, 2005 through September 30, 2006), MaineDOT has established a DBE participation goal of 5% to be achieved through race/gender neutral means, with an additional 1.6% to be achieved through race/gender conscious contract goals.

Interested parties may view MaineDOT's DBE goal setting methodology for the next 30 days during normal business hours (8-4, M-F) at the Maine Department of Transportation, Office of Civil Rights, 16 State House Station, Augusta ME 04333-0016. Appointments may be scheduled by telephone at (207) 624-3066. The goal setting methodology is also available for viewing on the MaineDOT website: <http://www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php>.

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

**MaineDOT CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE  
PROPOSED UTILIZATION FORM**

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

Contractor: \_\_\_\_\_

Telephone: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Fax: \_\_\_\_\_

BID PRICE: \$ \_\_\_\_\_

BID DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

FEDERAL PIN # \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

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

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

Attach supporting evidence to the maximum participation of DBEs on this project. This is a requirement. This evidence must include name of firm(s) contacted, date contacted, and outcome of solicitation.

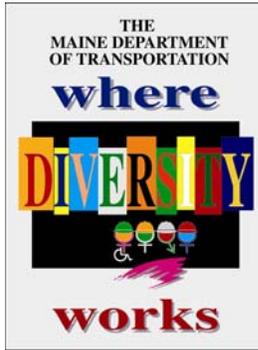
Equal Opportunity Use:

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

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

cc:  Contracts    Other \_\_\_\_\_

- WBEs are non-minority women owned firms certified by MaineDOT
  - DBEs are male and minority owned firms certified by MaineDOT
- For a complete list of certified firms go to <http://www.state.me.us/mdot/disadvantaged-business-enterprises/dbe-home.php>



# MaineDOT's CIVIL RIGHTS OFFICE

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

## MAINE DEPARTMENT OF TRANSPORTATION

### CERTIFIED DISADVANTAGED AND WOMEN BUSINESS ENTERPRISE

**DECEMBER 2005**

Information is updated on an ongoing basis and  
can be retrieved by visiting our Website:

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

State of Maine  
**VENDOR FORM**

For New Vendors & for Updates on Current Vendors

Special Instructions:

**PLEASE PRINT CLEARLY**

**Return this form to:**

**\* = MUST BE COMPLETED TO PROCESS**

**ONLY ONE NAME/VENDOR PER FORM**

New Vendor	Address Change	Multi Address	Name Change	Contact Update	ID # Change
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Social Security Number\*  
Individual or Sole Proprietor

Federal Taxpayer ID Number\*  
Corporation

**OR**

**Please fill in ONE.**

S

Business name in "DBA" field below.

E

Business name in "Name" field below.

**This form will affect all transactions with ALL state agencies.**

**NEW:\***

**Remit to Address:** Individual or Business Name.

Name*
DBA or C/O
Address*
Tel #*

**OLD:**

Old number:

Name
DBA or C/O
Address
Tel #

<input type="checkbox"/> Is this the same name on your Social Security card?	Acct #
<input type="checkbox"/> If not, have you told Social Security about your name change?	Provider #

Signature\* \_\_\_\_\_

Contact Name \_\_\_\_\_

Print Name or Title \_\_\_\_\_

Accounts Receivable Contact Name \_\_\_\_\_

Date\* \_\_\_\_\_ (within 3 months)

Phone # if Different or for Contact Info \_\_\_\_\_

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

Dealer: <input type="checkbox"/>	Manufacturer: <input type="checkbox"/>	Factory Rep: <input type="checkbox"/>
Jobber: <input type="checkbox"/>	Retailer: <input type="checkbox"/>	Commodity: <input type="checkbox"/>
Individual: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Incorporated: <input type="checkbox"/>
Minority: <input type="checkbox"/>	Small Business: <input type="checkbox"/>	In-State: <input type="checkbox"/>

Information on State Agency Submitting Vendor Form

State Agency* & SHS #	Contact Person Name & Title*	Telephone #*
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**Send to:** Maine Department of Transportation/ Contracts 16 SHS, Augusta, ME 04333-0014 Attn: Pat Brown

# INSTRUCTIONS FOR COMPLETING VENDOR FORM

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

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

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

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Bridge Rehabilitation in the city of **BATH**" 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 December 13, 2006 , and at that time and place publicly opened and read. Bids will be accepted from contractors prequalified by the Department of Transportation for **Bridge projects**. All other Bids may be rejected. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. Until further notice,, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.**

Description: Maine Federal Aid Project No. NH-1012(300)X, PIN 010123.00.

Location: In Sagadahoc County, project is located 0.1 mile east of Junction Route 209.

Scope of Work: Rehabilitate Route 1 Viaduct West Approach Bridge over Leeman Highway and other incidental work.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at <http://www.state.me.us/mdot/project/design/homepg.htm> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Project Manager Jim Wentworth** at (207)624-3431. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207)624-3007.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Scarborough. 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 \$20.00 (\$23.50 by mail). Half size plans \$10 (\$12.25 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

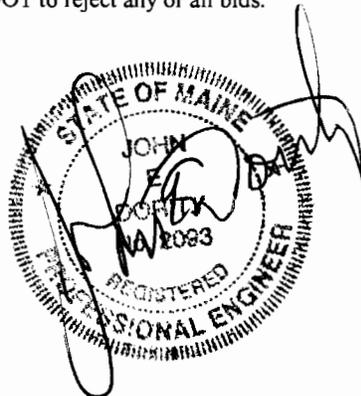
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$60,000 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

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

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. Standard Detail updates can be found at <http://www.state.me.us/mdot/project/design/homepg.htm>

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

Augusta, Maine  
November 22, 2006



JOHN E. DORITY  
CHIEF ENGINEER

**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)

MAINE DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF ITEMS

PAGE: 1  
DATE: 061120  
REVISED:

CONTRACT ID: 010123.00

PROJECT(S): NH-1012(300)X

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 Main Item

0010	107.51 PROSECUTION OF WORK - INITIAL SCHEDULE	LUMP		LUMP			
0020	107.52 PROSECUTION OF WORK - MONTHLY UPDATE	EA	4.000				
0030	107.54 PROSECUTION OF WORK - WEEKLY UPDATES	EA	5.000				
0040	202.121 REMOVING EXISTING CONCRETE	LUMP		LUMP			
0050	202.124 REMOVE EXISTING STRUCTURAL SLAB TO REINFORCING STEEL	SY	4000.000				
0060	202.127 REMOVE EXISTING BITUMINOUS PAVEMENT	LUMP		LUMP			
0070	203.60 APPROACH WORK-BRIDGES	LUMP		LUMP			
0080	403.207 HOT MIX ASPHALT 19.0 MM HMA Shoulder Widening	T	71.000				
0090	403.210 HOT MIX ASPHALT 9.5 MM HMA	T	143.000				
0100	403.324 ROSPHALT 50 HIGH PERFORMANCE RUBBERIZED ASPHALT	T	450.000				

SCHEDULE OF ITEMS

CONTRACT ID: 010123.00

PROJECT(S): NH-1012(300)X

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	409.15 BITUMINOUS TACK COAT APPLIED	44.000 G				
0120	502.21 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	1.000 CY				
0130	502.23 STRUCTURAL CONCRETE PIERS	1.000 CY				
0140	502.41 STRUCTURAL CONCRETE SUPERSTRUCTURE SLAB	444.000 CY				
0150	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	75000.000 LB				
0160	503.13 REINFORCING STEEL, PLACING	75000.000 LB				
0170	507.08 BRIDGE RAILING	50.000 LF				
0180	514.06 CURING BOX FOR CONCRETE CYLINDERS	1.000 EA				
0190	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP	LUMP			
0200	518.50 REPAIR OF UPWARD FACING SURFACES - TO REINFORCING STEEL < 7.9 IN.	25.000 SF				

SCHEDULE OF ITEMS

CONTRACT ID: 010123.00

PROJECT(S): NH-1012(300)X

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0210	518.51 REPAIR OF UPWARD FACING SURFACES - BELOW REINFORCING STEEL < 7.9 IN.	SF 2500.000				
0220	518.511 FULL DEPTH CONCRETE REPAIR	SF 720.000				
0230	518.60 REPAIR OF VERTICAL SURFACES < 7.9 IN.	SF 470.000				
0240	518.61 REPAIR OF VERTICAL SURFACES > 7.9 IN.	CY 1.000				
0250	520.21 EXPANSION DEVICE - GLAND SEAL	EA 1.000				
0260	520.24 BRIDGE JOINT MODIFICATION	EA 7.000				
0270	520.24 BRIDGE JOINT MODIFICATION Seal Replacement	EA 5.000				
0280	524.40 PROTECTIVE SHIELD	LUMP	LUMP			
0290	527.305 QUADGUARD CRASH CUSHION	UN 1.000				
0300	527.34 WORK ZONE CRASH CUSHIONS	UN 3.000				
0310	607.39 PEDESTRIAN FENCE	LF 2700.000				

SCHEDULE OF ITEMS

CONTRACT ID: 010123.00

PROJECT(S): NH-1012(300)X

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0320	627.711 WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE (PLAN QUANTITY)	7000.000 LF				
0330	629.05 HAND LABOR, STRAIGHT TIME	40.000 HR				
0340	631.10 AIR COMPRESSOR (INCLUDING OPERATOR)	40.000 HR				
0350	631.11 AIR TOOL (INCLUDING OPERATOR)	40.000 HR				
0360	631.133 SKID STEER (INCLUDING OPERATOR)	40.000 HR				
0370	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	20.000 HR				
0380	631.211 PAVEMENT SWEEPER (INCLUDING OPERATOR)	20.000 HR				
0390	631.212 SMALL PAVEMENT GRINDER (INCLUDING OPERATOR)	40.000 HR				
0400	634.16 HIGHWAY LIGHTING	LUMP	LUMP			
0410	634.21 CONVENTIONAL LIGHT STANDARD	1.000 EA				
0420	637.071 DUST CONTROL	LUMP	LUMP			

MAINE DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF ITEMS

PAGE: 5  
 DATE: 061120  
 REVISED:

CONTRACT ID: 010123.00

PROJECT(S): NH-1012(300)X

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0430	639.18 FIELD OFFICE TYPE A	1.000 EA				
0440	643.72 TEMPORARY TRAFFIC SIGNAL	LUMP	LUMP			
0450	645.15 CANTILEVER GUIDE SIGN Route 1 Northbound	LUMP	LUMP			
0460	645.15 CANTILEVER GUIDE SIGN Route 1 Southbound	LUMP	LUMP			
0470	652.38 FLAGGER	720.000 HR				
0480	652.381 TRAFFIC OFFICERS	750.000 HR				
0490	652.39 WORK ZONE TRAFFIC CONTROL	LUMP	LUMP			
0500	652.41 PORTABLE - CHANGEABLE MESSAGE SIGN	4.000 EA				
0510	652.70 TEMPORARY INTERSECTION MODIFICATIONS	LUMP	LUMP			
0520	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0530	659.10 MOBILIZATION	LUMP	LUMP			

MAINE DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF ITEMS

PAGE: 6  
DATE: 061120  
REVISED:

CONTRACT ID: 010123.00

PROJECT(S): NH-1012(300)X

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0540	660.21 ON-THE-JOB TRAINING (BID)	1000.000 HR				
	SECTION 0001 TOTAL					
	TOTAL BID					

Bath  
West Approach Bridge  
PIN 010123.00  
November 17, 2006

**SCHEDULE OF ITEMS – INSERT**  
**ADJUSTMENT OF BID**  
(To be completed by bidder)

Bid for Portion A (bid amount to complete the work): \_\_\_\_\_

Bid for Portion B (time bid) in calendar days: \_\_\_\_\_

Total Adjusted Bid (Basis of Award):

Portion A + (Portion B x \$10,000) = \_\_\_\_\_

## 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. **010123.00**, for the **Bridge Rehabilitation** in the city of **Bath**, County of **Sagadahoc**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **June 28, 2007**. 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 010123.00, Bridge Rehabilitation in the city of Bath,**

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

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

As Offeror also agrees:

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

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

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

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

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

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

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

CONTRACTOR

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Witness

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

**G. Award.**

Your offer is hereby accepted.  
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. **010123.00**, for the **Bridge Rehabilitation** in the city of **Bath**, County of **Sagadahoc**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **June 28, 2007**. 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 010123.00, Bridge Rehabilitation in the city of Bath,**

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

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

As Offeror also agrees:

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

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

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

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

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

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

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

CONTRACTOR

\_\_\_\_\_

Date

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

\_\_\_\_\_

Witness

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

**G. Award.**

Your offer is hereby accepted.  
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 West Eastport, County of Washington, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

**B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before November 15, 2003. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

**C. Price.**

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

**D. Contract.**

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

**E. Certifications.**

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

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

**F. Offer.**

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

**PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay**

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

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

As Offeror also agrees:

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

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

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

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

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

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

**CONTRACTOR**

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

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

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

\_\_\_\_\_  
Date

**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: **ME20030005** 06/02/2006 ME5

Date: June 2, 2006

General Decision Number: **ME20030005** 06/02/2006

Superseded General Decision Number: ME020005

State: Maine

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	06/13/2003
1	10/10/2003
2	07/30/2004
3	07/29/2005
4	06/02/2006

\* ENGI0004-013 04/01/2006

	Rates	Fringes
Power equipment operators:		
Cranes.....	\$ 17.33	7.80
Drillers.....	\$ 17.33	7.80
Mechanics.....	\$ 17.33	7.80
Oilers.....	\$ 17.33	7.80

IRON0496-002 09/16/2003

	Rates	Fringes
Ironworker, Structural.....	\$ 20.15	14.99

SUME2000-004 10/24/2000

	Rates	Fringes
Carpenters: (including Form Work).....		
	\$ 14.17	2.11
Electrician.....	\$ 13.67	1.39
Ironworker, Reinforcing.....	\$ 29.00	3.32
Laborers:		
Flaggers.....	\$ 6.00	
Pipelayers.....	\$ 10.79	.60
Unskilled.....	\$ 9.80	
Power equipment operators:		
Backhoes.....	\$ 11.89	1.15
Bulldozers.....	\$ 11.81	1.78

Excavator.....	\$ 13.40	3.78
Graders.....	\$ 12.10	1.40
Loaders.....	\$ 12.40	2.88
Pavers.....	\$ 7.50	
Piledrivers.....	\$ 17.25	
Rollers.....	\$ 10.18	1.46

Truck drivers:

Dump.....	\$ 9.17	.76
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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)).

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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.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

=====

END OF GENERAL DECISION

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

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

- (a) The section of highway under construction located on Route 1 at Bridge No. 3838 over Leeman highway.
- (b) (State Route 1) Bridge No. 3838 from approximately 300'-0" preceding Abutment No.1 to Abutment No.2, including the East bound Sagadahoc bridge on-ramp, and beyond approximately 300'-0".

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

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

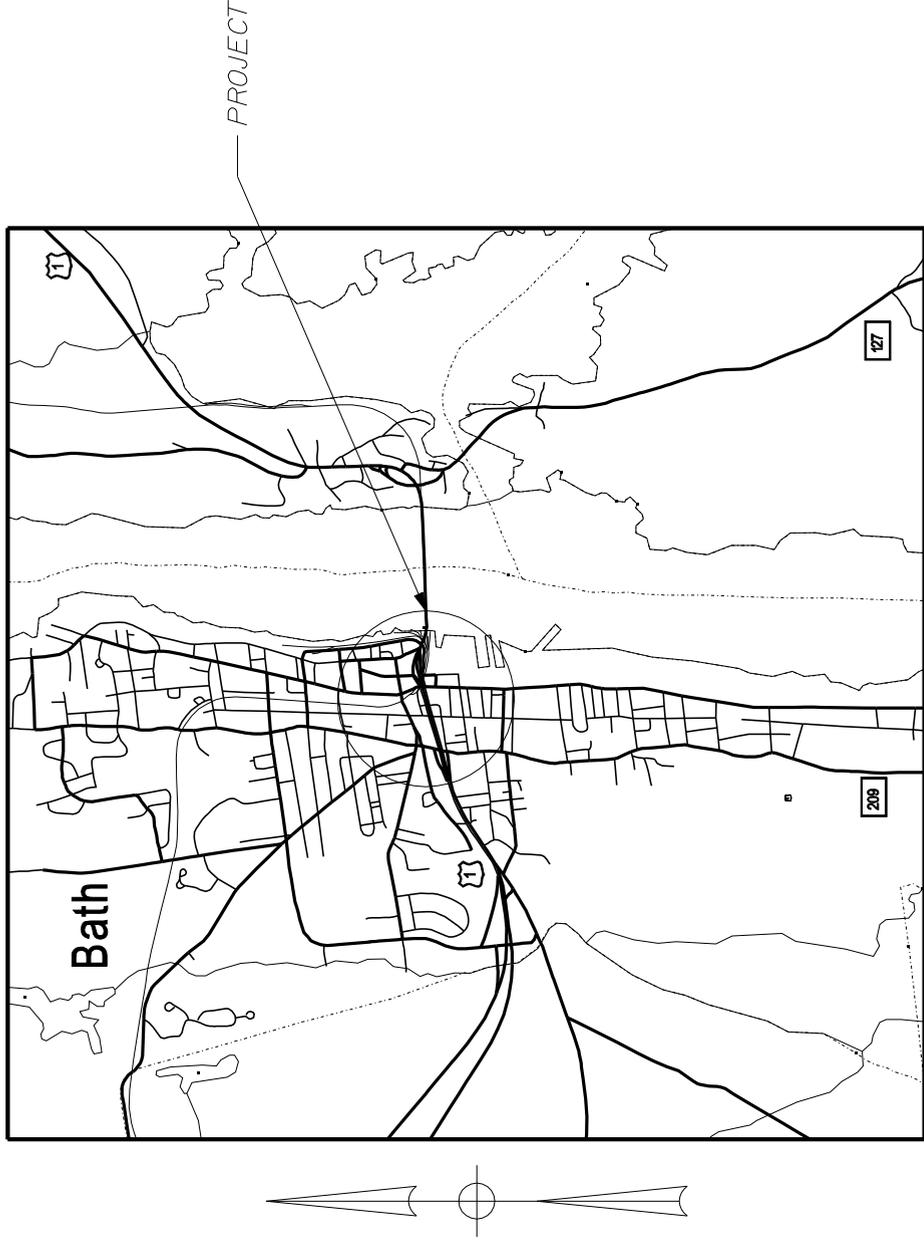
*The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;*
- C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract;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

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

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

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

**FEDERAL PROJECT NH-1012(300)X  
PROJECT LENGTH 0.329 mi.  
BRIDGE REHABILITATION  
BRIDGE NO. 3838**



*LOCATION MAP*

## STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at:

[http://www.maine.gov/mdot/contractor-consultant-information/ss\\_standard\\_details\\_updates.php](http://www.maine.gov/mdot/contractor-consultant-information/ss_standard_details_updates.php)

<b><u>Detail #</u></b>	<b><u>Description</u></b>	<b><u>Revision Date</u></b>
504(15)	Diaphragms	12/30/02
507(04)	Steel Bridge Railing	2/05/03
801(02)	Drives on Non-Sidewalk Sections	4/04/03
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

## 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

106.6 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"

## 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</u> <u>More Than</u>	<u>Up to and</u> <u>Including</u>	<u>Amount of Liquidated</u> <u>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. Costs for extended job-site overhead.

6. Time.
7. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F).”

#### 109.7.5 Force Account Work

##### C. Equipment

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

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

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

Add the following section;

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

### SECTION 110 INDEMNIFICATION, BONDING, AND INSURANCE

Delete the entire Section 110.2.3 and replace with the following:

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

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

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

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

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

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

## SECTION 202 REMOVING STRUCTURES AND OBSTRUCTIONS

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

## SECTION 203 EXCAVATION AND EMBANKMENT

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

## SECTION 401 HOT MIX ASPHALT PAVEMENT

401.18 Quality Control Method A & B Make the following change to paragraph a. QCP Administrator; in the final sentence, change “...certified as a Plant Technician or Paving Inspector...” to “...certified as a Quality Assurance Technologist...”

401.201 Method A Under a. Lot Size, add the following; “Each lot will be divided into a minimum of four sublots for mix properties and five sublots for percent TMD.”

401.203 Method C Second paragraph, fourth sentence, change “...Method B and C Acceptance...” to “...Method B and C Acceptance Limits, Method C the Department will pay the contract unit price. If the test results for each 250 Mg [275 ton] increment are outside these limits, the following deductions (Table 7b) shall...”

SECTION 402  
PAVEMENT SMOOTHNESS

Add the following: “Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box.”

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

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 501.10 (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: “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.”

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

### SECTION 603

#### PIPE CULVERTS AND STORM DRAINS

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

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

### SECTION 604

#### MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

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

### SECTION 605

#### UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

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

### SECTION 606

#### GUARDRAIL

606.02 Materials Delete the entire paragraph which reads “The sole patented supplier of multiple mailbox....” and replace with “Acceptable multiple mailbox assemblies shall be listed on the Department’s Approved Products List and shall be NCHRP 350 tested and approved.”

Delete the entire paragraph which reads “Retroreflective beam guardrail delineators...” and replace with “Reflectorized sheeting for Guardrail Delineators shall meet the requirements of Section 719.01 - Reflective Sheeting. Delineators shall be fabricated from high-impact, ultraviolet and weather resistant thermoplastic.

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

## SECTION 609 CURB

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

## SECTION 615 LOAM

615.02 Materials Make the following change:

Organic Content  
Humus

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

## SECTION 618 SEEDING

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

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

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

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

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

## SECTION 620 GEOTEXTILES

### 620.03 Placement Section (c)

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

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

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

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

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

### 620.09 Basis of Payment

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

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

## SECTION 621 LANDSCAPING

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

## SECTION 626 HIGHWAY SIGNING

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

## SECTION 627 PAVEMENT MARKINGS

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

## SECTION 637 DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637

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

## SECTION 639 ENGINEERING FACILITIES

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

## 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 Transportation’s 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/m<sup>2</sup> [80 lb/ft<sup>2</sup>] ground contact pressure...” to “...crawler type bulldozer of not more than 4875 kg/m<sup>2</sup> [2000 lb/ft<sup>2</sup>] ground contact pressure...”

653.06 Compaction In the last sentence; change “...not more than 390 kg/m<sup>2</sup> [80 lb/ft<sup>2</sup>] ground contact...” to “...not more than 4875 kg/m<sup>2</sup> [2000 lb/ft<sup>2</sup>] ground contact...”

### SECTION 656 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

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

### SECTION 701 STRUCTURAL CONCRETE RELATED MATERIALS

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

### SECTION 703 AGGREGATES

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

703.06 Aggregate for Base and Subbase Delete the first paragraph: “The material shall have...” and replace with “The material shall have a minimum degradation value of 15 as determined by Washington State DOT Test Method T113, Method of Test for Determination of Degradation Value (March 2002 version), except that the reported degradation value will be

the result of testing a single specimen from that portion of a sample that passes the 12.5 mm [½ in] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used."

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

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

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

## SECTION 706 NON-METALLIC PIPE

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

## SECTION 709 REINFORCING STEEL AND WELDED STEEL WIRE FABIC

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

## SECTION 710 FENCE AND GUARDRAIL

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

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

## SECTION 712 MISCELLANEOUS HIGHWAY MATERIALS

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

Add the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture. Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

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

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

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

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [ $\frac{1}{2}$  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.”

**SPECIAL PROVISION**  
**SECTION 101.2.1**  
**SUPPLEMENTAL DEFINITIONS**

**Definitions.** The following definitions are added to Section 101.2 Definitions.

**B Portion of the Work** That portion of the Physical Work which obstructs, blocks, or restricts in any way the Traveled Way or Lanes on Route 1. The B Portion of the Work begins with the first obstruction, blockage or Lane restriction and continues until the B Portion is Physically Complete as determined by the MDOT Resident Engineer. Once begun, the "B" portion of the work shall be continuous until complete.

Installation and removal of signage and portable change message boards at night between 10 pm and 5 am using a single lane closure on Route 1 before and after the full Viaduct closure can be performed by the Contractor and not count toward the B portion of the work.

Bridge inspection(s) by the Contractor needed to order materials can be done at night between 10 pm and 5 am using a single lane closure before the full Viaduct closure and not count toward the B portion of the work.

**Contract Segment** All or a specifically identified portion of a project in the contract documents. Examples are a bridge, a roadway segment, an interchange or the entire project.

**Daily Road User Cost** The amount which represents the average daily cost of interference and inconvenience to the road user caused by complete bridge closure, complete or partial lane closure, obstruction or other construction activity related delay. The Daily Road User Cost for purposes of bid analysis and Award determination shall be \$10,000 per Calendar Day.

**Hour** Any continuous 60-minute period or portion of a continuous 60-minute period.

**Lane** A strip of Roadway intended to accommodate a single line of vehicles, including the adjacent shoulder.

**Obstruction** When the Contractor's operations have resulted in the useable Lane width of the Traveled Way or ramp to be less than that specified in the plan documents or result in the roadway or Lane being unusable by the public. Shoulder shall be considered part of the useable lane width.

**Physical Completion** The point at which the Physical Work is complete such that it can be safely and effectively used by the public without further delays, disruptions, or impediments. For the conventional bridge and highway work, this includes but is not limited to the point at which all **bridge deck, parapet, permanent wearing surface, pavement structure, expansion joint installation, joint seal replacements, bridge rail repairs, bridge lighting repairs, permanent signing and markings, traffic barrier, High Street Bridge pier repairs and transition end, bridge approach crash cushions repairs and crash cushion replacement and safety appurtenance work are complete.** The Department shall be the sole authority in determining when the work is physically complete.

Special Provision 102.11.1  
Bath  
West Approach Bridge  
PIN 10123  
August 8, 2006

**SPECIAL PROVISION**  
**SECTION 102.11.1**

**SUPPLEMENT TO NON-CURABLE BID DEFECTS**

**Non-Curable Defects.** The following is added to the conditions listed in the Standard Specifications Section 102.11.1 (non-curable defects) which will cause the bid to be non-responsive.

- K. When A+B bidding is specified, the bid does not contain the number of Calendar Days bid to complete the work.

Special Provision 102.12  
Bath  
West Approach Bridge  
PIN 10123.00  
August 8, 2006

**SPECIAL PROVISION**  
**SECTION 102.12**

**ADDITIONAL BIDDING REQUIREMENTS AND CONTRACT CONDITIONS**

The process for bidding will take into account not only the contract amount bid, but also the bidder's stated delivery time in which the project will be complete. This method shall only be used to determine the successful bidder. It shall not be used to determine the award amount or final payment to the Contractor when the project is completed.

Preparation of Bid. The bidder shall establish the number of calendar days or portions thereof that it will require to complete the B portion of the work. This number of calendar days shall be legibly written in ink in the place provided in the bid forms. Round up to the next whole calendar day. Example: Obstruction for 0.1 calendar days per day for 10 calendar days, equals 10 calendar days of obstruction, and does not equal 1 calendar day of obstruction.

**The Contractor must complete one side of the Bridge before moving to the other side. For purposes of this contract, one side shall be the north bound lanes or the south bound lanes.**

The product of the number of Calendar Days set by the Bidder multiplied by the daily road user cost of \$10,000 per calendar day shall be added to the amount bid.

Consideration of Bids. Each bid submitted shall consist of two parts:

- (A) The bid amount to complete the work.
- (B) Total number of Calendar Days or portions thereof set by the bidder that it will require to complete the B portion of the Work. The number of Calendar Days shall be rounded up to the next nearest whole Calendar Day.

The apparent low bid will be determined by the Department as the lowest combination of (A) plus (B) according to the following formula:

$$(A) + [(B) \times (\text{Daily Road User Cost})] = \text{Bid amount for award consideration}$$

Where A is the total cost to complete the work and B is the number of Calendar Days to complete the B portion of the work. The Daily Road User Cost for purposes of bid analysis and Award determination shall be \$10,000 per Calendar Day.

The preceding formula shall be used to determine the apparent low bidder and shall not be used to determine the contract award amount nor final payment to the

Contractor when the project is completed. Only the price bid (the "A" portion of the bid) shall be used to determine final payment to the Contractor, except as provided elsewhere in the contract.

The Contractor shall provide advance notification to the Resident a minimum of 72 hours prior to the anticipated Lane closures or Obstructions.

The number of Calendar Days bid govern if discrepancies exist between the number of Calendar Days bid and the calculation of  $(B \times (\text{Road User Cost}))$  for the A+B bid comparison.

The Contractor shall be allowed to work 24 hours per day except as noted in Special Provision Section 108 Limitation of Operations. The Contractor shall also be allowed to work Saturdays, Sundays and Holidays. The Contractor must provide the Resident with 96 hours advance notification when the Contractor plans to begin night work operation.

**Town: Bath**  
**Project: NH-1012(300)X**  
**PIN: 10123.00**  
**Date: November 13, 2006**

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

**MEETING**

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

**GENERAL INFORMATION**

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

**Overview**

<b>Utility/Railroad</b>	<b>Aerial</b>	<b>Underground</b>	<b>Railroad</b>
<b>Central Maine Power Company</b>	X	None	None
<b>Verizon</b>	X	None	None
<b>Comcast</b>	X	None	None
<b>Maine Eastern Railroad</b>	None	None	X

Temporary utility adjustments are not contemplated unless herein provided for.

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

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

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

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

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

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

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

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

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

**AERIAL**

**Central Maine Power Company, Comcast and Verizon** have existing facilities within the limits of this project. They do not anticipate doing any work at this time.

**UNDERGROUND**

**Bath Water District, City of Bath (Sewer) and Verizon** have existing facilities within the limits of this project. They do not anticipate doing any work at this time.

**Town: Bath**  
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### **RAILROAD**

**Maine Eastern Railroad Co.** does not anticipate doing any work at this time, except that they revise the rights to have a flagger/inspector present when work over, around, or adjacent to the tracks and signals. For more detailed information please see "Special Provisions Protection of Railroad Traffic and Structures".

### **UTILITY SPECIFIC ISSUES**

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

### **DIG SAFE**

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

### **SAFE PRACTICES AROUND UTILITY FACILITIES**

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

### **CONTRACTOR**

The utilities shall be allowed a minimum of eight weeks from the date of the preconstruction utility meeting to do their work to clear the area for construction. This means that the contractor cannot do any work except for advanced warning signs, clearing and tree removal, assembling the multi-plate, unless other arrangements have been made with utilities.

The aerial utilities shall not move their existing lines until the method of removal of the existing pipes has been discussed by all parties.

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**BLASTING**

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

**THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY.**

**jq**

CC: Jim Wentworth, Project Manager

Town: Bath  
Project: NH-1012(300)X  
PIN: 10123.00  
Date: November 13, 2006

## **SPECIAL PROVISION PROTECTION OF RAILROAD TRAFFIC AND STRUCTURES**

### **1. GENERAL REQUIREMENTS**

Part of the work required by the Contract will be performed within a railroad right of way and/or adjacent to the tracks, telephone, telegraph, signal and electric supply lines of a railroad or railroads. The Contractor agrees to perform all such work in compliance with all of the terms of this Special Provision and all safety rules, regulations, or standards applicable to the Railroad. The Contractor shall be fully responsible for all damages arising from his failure to comply with the requirements of this Special Provision. The Contractor shall be deemed to have included all costs in the unit prices of the Schedule of Prices and the Proposal.

### **2. AMOUNT OF RAILROAD WORK**

The estimated amount of work to be done within 15.24 Meters (50 feet) of the track of the **Maine Eastern Railroad** is **25%** of the contract.

### **3. NUMBER OF TRAINS AND TRAIN SPEED**

The Contractor is notified that a maximum speed of (6 mph) will be considered as prevailing for the operation of trains of the Railroad at this project and that the approximate number of trains per day at this project is 2-4 weekly.

### **4. PRIORITY OF RAILROAD OPERATIONS**

The train movements of the Railroad, and its lessees, and licensees shall have absolute priority over the performance of the Construction Project within the railroad right of way. The Contractor hereby agrees that the hours and times of work within the Railroad right of way must be coordinated through the Railroad and that such hours and times are subject to change without prior notice to the Contractor, unless other prior arrangements have been made through the Railroad.

### **5. AUTHORITY OF RAILROAD TO STOP WORK**

If the Contractor fails to comply with the safety terms of this Special Provision, or if the Chief Engineer of the Railroad determines that the Contractor is using unsafe practices that threaten the safety of rail traffic, rail workers, or the general public, the Railroad shall have the right to immediately order the Contractor to cease work and vacate the Railroad's property. The Railroad agrees to confirm any cessation of work in writing by delivering to the Department's Construction Manager a completed Stop Work Order form attached as Exhibit A within 24 hours of giving any such order.

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## **6. ENTRY UPON RAILROAD PROPERTY**

The Railroad hereby agrees to permit the Contractor, together with their subcontractors, suppliers, consultants and engineers (the "Contractor"), to enter upon the Railroad property for the purpose of performing the Construction Project, PROVIDED THAT the Contractor complies with all of the terms of this Special Provision and all safety requirements and directions of the Chief Engineer of the Railroad, or his authorized representative (the "Railroad's Chief Engineer").

## **7. NOTICE REQUIRED BEFORE ENTRY**

The Contractor shall give written notice to the Railroad's Chief Engineer at least 7 calendar day(s) in advance of the time it proposes to do work within the limits of the Railroad right-of-way or perform operations that may create a Hazard as specified by this Special Provision. The Contractor shall give such notice regardless of whether the work may also be within the limits of a public highway.

## **8. HAZARDS**

The Contractor shall assess to its own satisfaction hazards which may be caused by its operations. At a minimum, the Contractor agrees that the following shall constitute Hazards.

An operating track shall be considered fouled and subject to hazard when any object is brought nearer than (8 feet) to the gauge line of the near rail of the track.

A signal line or communication line shall be considered fouled and subject to hazard when any object is brought nearer than 4 feet) to any wire or cable.

An electric supply line shall be considered fouled and subject to hazard when any object is brought nearer than (6 feet) to any wire of the line.

Cranes, trucks, power shovels or any other equipment shall be considered as fouling and subjecting to hazard a track, signal line, communication or electric supply line when working in such position that failure of equipment, with or without load, could foul the track, signal line, communication or electric supply line.

Railroad operation will be considered subject to hazard when explosives are used in the vicinity of railroad premises, or during the driving or pulling of sheeting for any footing adjacent to a track, or when erecting structural steel adjacent to a track, or when performing work under, across or adjacent to a track, or when operations involve, swinging booms or chutes that could in any way come nearer than (8 feet) to the gauge line of the near rail of the track, or when erection or removal of staging, false work or forms fouls a track or wire line.

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None of the operations specified as a Hazard above shall be carried on during the approach or passing of a train or without permission from the Railroad's Chief Engineer and the presence of a railroad inspector/flagman, unless other prior arrangements have been made through the Railroad.

## **9. MINIMUM CLEARANCES**

During the construction of staging, false work or forms, the Contractor shall at all times maintain a minimum vertical clearance of (20' 6" feet) above the top of high rail and a minimum side clearance of (10' feet) from the gauge line of the near rail where track is tangent. Additional side clearance must be maintained where track is on a curve.

## **10. WORK PLAN SUBMITTAL AND APPROVAL**

The Contractor shall submit in writing to the Railroad's Chief Engineer or duly authorized representative, and the Department's Railroad Property Manager or his appointed representative, at least 7 calendar day(s) in advance of the start of the project, an outline of his plan for work within the Railroad right of way including contemplated method(s) of construction. This plan must meet with the approval of the Railroad's Chief Engineer and the Department's Railroad Property Manager in every respect. If the Contractor contemplates the use of "on the track equipment", it should so state and obtain from the Railroad the conditions pertaining to such operations. All Railroad costs included in this operation will be borne by the Contractor. In a like manner, any of the Contractor's equipment or material on cars for this project shall be handled in conformance with existing traffic rules with all costs borne by the Contractor.

Prior to submitting his Proposal, the Contractor shall have ascertained from the Railroad and from the Department's Railroad Property Manager or his appointed representative, all information relating to its requirements and regulations and all costs in connection with compliance thereto.

## **11. EXCAVATIONS**

Before excavation for footings adjacent to tracks and/or within the Railroad's right-of-way may commence, whether or not also within the limits of a public highway, plans and calculations for such excavations, prepared by a Professional Engineer authorized to practice in Maine, shall be submitted to the Railroad's Chief Engineer for review and approval. Unless other prior arrangements have been made, the Railroad's Chief Engineer shall have two week(s) to perform such review and approval and issue a written permission to proceed with the excavation. No excavation shall proceed without such permission.

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At a minimum, excavations must utilize proper bracing, shoring, sheeting or other support as determined by the Railroad's Chief Engineer, to support the tracks with railroad traffic. Open excavation shall be suitably planked over when construction operations are not in progress, the location of any wires, conduits, pipes, cables or other railroad facilities below the surface of the ground. Damage to any such facilities caused by the failure of the Contractor to ascertain the location of such facilities or by failure to use due care to avoid injury to such facilities shall be at the expense of the Contractor.

## **12. EQUIPMENT**

Equipment of the Contractor shall be in such condition so as to prevent failure that would cause delay in the operation of trains or damage to railroad facilities. Equipment shall not be placed or put in operation adjacent to a track without first obtaining permission of the Railroad. The Railroad agrees that such permission shall not be unreasonably withheld.

## **13. RAILROAD SERVICES - GENERALLY**

When work is to be performed within the Railroad's right-of-way, the Railroad shall provide the services, equipment and materials provided in this Special Provision including, but not limited to, engineering, flagging, inspection, signal protection and/or relocation, and restoration or replacement of the Railroad's track structure of ballast. Further, if the Railroad's Chief Engineer determines that the Contractor's operations do not comply with all of the safety requirements of this Special Provision and all safety requirements and directions of said Chief Engineer, the Railroad will employ the necessary qualified employees to protect its trains and other facilities. The Contractor shall pay to the Railroad the cost for performing all Railroad Services unless said costs are to be paid by the Department as specified in this Special Provision.

## **14. INSPECTION / FLAGGING**

The Railroad shall furnish and assign all inspectors / flaggers for general inspection purposes of general protection of railroad property and operations during construction as the Railroad's Chief Engineer determines are necessary to preserve safety.

(a) Responsibility for Cost. The Department will bear the cost of flagging or inspection (including travel time) or any combination thereof up to 10 man days of said flagging or inspection. If, in the opinion of the Railroad's Chief Engineer, further services of a flagger or inspector will be required due to the operations of the Contractor, the services will be furnished and the cost thereof (salary, expenses, insurance, taxes and vacation allowance, etc.) shall be paid to the Railroad by the Department, and will be recovered by the Department from the Contractor.

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(b) Terms. The minimum hours per day for the Railroad employees engaged in inspection flagging services shall be eight (8) hours. Time at rates for straight time, overtime or for deadheading starts in accordance with established practices in effect in the territory in which the project is located. Information as to these practices should be obtained from the Railroad's Chief Engineer.

The Contractor shall notify the Railroad's Chief Engineer and the Chief Engineer of the Department in writing 7 calendar day(s) before beginning, resuming or suspending work within 10 feet) of the track, so that an inspector may be provided or removed in accordance with the requirements of this Special Provision. An inspector may be removed upon 0 calendar day(s) notice, but not before the inspector has worked 0 consecutive days. Failure to give notice of intent to suspend work shall be cause of charge to the Contractor the cost of inspection during the period when work is suspended.

(c) Estimated Cost. The following is an estimate of the cost per day of inspection/flagging necessary for this project. The rates shown include all overhead charges, travel time, deadheading and personal expenses.

Date of estimate 11-01-06.

Estimated daily rate for four (4) consecutive hours Monday-Friday (straight time): \$300.00 (8 hr minimum)

Estimated daily rate for four (4) consecutive hours Saturday, Sunday, Holiday (overtime): \$500.00 (8 hour minimum)

Estimated rate for hours worked in excess of eight (8) hours in any one day: \$ 160.32  
Rates charged will be those in effect at the time of the performing the inspection/ flagging which may be different than the rates used at the date of the Estimate.

(d) Definitions.

Man day (M.D.) - eight (8) consecutive hours or any portion thereof.

Overtime - Each additional hour or fraction thereof consecutive to and beyond the standard man day will count as 3/16 of a man day.

Standard Man day - Eight (8) consecutive hour, Monday - Friday between the hours of 700 a.m. to 300 p.m , minus lunch period, unless otherwise noted and agreed to by all parties. \*

\*Does not include lunch period from 12:00-12:30p.m.

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Travel Time - Time required by flagger and/or inspector to commute between his or her point of headquarters to the project site. This time shall not be charged used in determining available man days.

## **15. OTHER CONTRACTOR RESPONSIBILITIES**

The restoring and resurfacing of tracks, if disturbed due to Contractor's operations, shall be at the expense of the Contractor.

Any other changes made or services furnished by the Railroad as a result of the Contractor will be at the Contractor's expense.

## **16. EXTRA-CONTRACT SERVICES**

Temporary and permanent changes of tracks and telephone, signal and electric supply lines made necessary by or to clear the permanent work of the Contractor as shown on the construction plans and included in the Railroad force account as collectable from the State will be made or caused to be made by the Railroad without expense to the Contractor.

## **17. INDEMNIFICATION**

Where work is being performed over, under, across or adjacent to Railroad premises, the Contractor shall defend, indemnify and save harmless the Railroad and the Maine Department of Transportation from and against any and all loss, cost, damage, claims, suits, demands, or liability for damages for personal injury including death and for damage to property, which may arise from or out of the operations conducted under his contract, occurring by reason of any act or omission of the Contractor, his agents, servants or employees, or by reason of any act or omission of any subcontractor, his agents, servants or employees.

## **18. INSURANCE**

In addition to any other forms of insurance or bonds required under the terms of the Contract, the Contractor will be required to procure and maintain, at its sole cost and expense, the following insurance coverages naming the Railroad as an insured.

(a) Railroad Protective Liability Insurance with limits not less than 2 million per single occurrence and 6 million per aggregate total occurrences.

(b) Comprehensive General Liability Insurance protecting against liability from bodily injury or property damage arising out of the Construction Project with limits of not less than one million per single occurrence and 10 million per aggregate total occurrences.

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(c) Workers Compensation and Occupational Disease Insurance, as required by law.

(d) Automobile Liability Insurance covering all motor vehicles used about or in connection with the Construction Project.

If any part of the work is sublet, these insurance coverages shall be provided by or on behalf of the subcontractors to cover their operations

Each policy shall carry an endorsement covering the "save harmless" clause in favor of the Railroad and the Maine Department of Transportation, as set forth in the paragraph, "Responsibility for Damage Claims".

If blasting is to be done in the vicinity of the Railroad, the insurance policies shall include such coverage.

The policies shall be in force before any work is done on the project and shall remain in effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the State and the Railroad.

Before any work is done on the project, the Department of Transportation and the Railroad's Chief Engineer shall be furnished certificates of each policy. Further, the original policy of the Comprehensive General Liability Insurance and the Railroad Protective Liability Insurance shall be furnished to the Railroad's Chief Engineer and a duplicate shall be furnished to the Department of Transportation.

The policy or policies of the Railroad's protective public liability and property damage liability shall be written by a Company authorized to do business in the State of Maine, and shall be signed by the President and Secretary of the Insurance Company and shall be countersigned by an authorized representative of the Company.

## **19. ROADWAY WORKER SAFETY REGULATION**

Notice to all Contractors/Subcontractors and individuals must be aware of the Federal Roadway Worker Safety Regulation, CFR 49, Part 214(c). They may be required to comply with this regulation. Any requirements for them to comply will be discussed at the pre-construction utility meeting.

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EXHIBIT A  
 ORIGINAL TO CONTRACTOR

**MDOT/RAILROAD STOP WORK ORDER**

Section A - Contractor	Town
	DOT Railroad Project #
Railroad Name	Location
	Notice #
DESCRIPTION OF SAFETY HAZARD/REASON FOR ORDER	
Standard Violated	RAC (Risk Assessment Code)
	<b>N/R</b>
Railroad Official (Flagger/Inspector) Name	Date
Signature	
<b>SECTION B - ACTION TAKEN:</b>	

cc:

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1. Risk Assessment. Each identified/validated hazard shall be assigned a Risk Assessment Code (RAC) by the Safety Office. The RAC represents the degree of risk associated with the deficiency and combines the elements of hazard severity and mishap probability. The RAC is derived as follows:

a. Hazard Severity. The hazard severity is an assessment of the worst potential consequence: Defined by degree of injury, occupational illness, or property damage, which is likely to occur as a result of a deficiency. Hazard severity categories shall be assigned by roman numeral according to the following criteria.

- (1) Category I - Catastrophic: The hazard may cause death or loss of a facility.
- (2) Category II - Critical: May cause severe injury, severe occupational illness, or major property damage.
- (3) Category III - Marginal: May cause minor injury, minor occupational illness, or minor property damage.
- (4) Category IV - Negligible: Probably would not affect personnel safety or health, but is nevertheless in violation of a NAVOSH standard.

b. Mishap Probability. The mishap probability is the probability that a hazard will result in a mishap, based on an assessment of such factors as location, exposure in terms of cycles or hours of operation, and affected population. Mishap probability shall be assigned an Arabic letter according to the following criteria:

- (1) Sub-category A - Likely to occur immediately or within a short period of time.
- (2) Sub-category B - Probably will occur in time.
- (3) Sub-category C - May occur in time.
- (4) Sub-category D - Unlikely to occur.

c. Risk Assessment Code. The RAC is an expression of risk which combines the elements of hazard severity and mishap probability. Using the matrix shown below, the RAC is expressed as a single Arabic number that can be used to help determine hazard abatement priorities.

	Mishap Probability				RAC	
		A	B	C	D	
Hazard Severity	I	1	1	2	3	1 - Critical
	II	1	2	3	4	2 - Serious
	III	2	3	4	5	3 - Moderate
	IV	3	4	5	5	4 - Minor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section History:

PL 1993, Ch. 683, §A2 (NEW).

PL 1993, Ch. 683, §B5 (AFF).

PL 1997, Ch. 144, §1,2 (AMD).

PL 1999, Ch. 117, §2 (AMD).

PL 1999, Ch. 125, §1 (AMD).

PL 1999, Ch. 580, §13 (AMD).

PL 2001, Ch. 671, §30 (AMD).

PL 2003, Ch. 166, §13 (AMD).

PL 2003, Ch. 452, §Q73,74 (AMD).

PL 2003, Ch. 452, §X2 (AFF).

**Special Provision**  
**Section 105**  
**Lay down Areas**

The Contractor may utilize part of the area beneath the existing Sagadahoc Bridge on the Bath side for a lay down/staging area from the north side of the bridge back towards the RR tracks excluding the Commercial Street Roadway and all paved parking areas. This area is currently being used by the contractor working on the Carlton Bridge rehabilitation/painting project PIN 2394.40. The Contractor needs to contact the contractor working on the Carlton Bridge rehabilitation/painting project to see what space will be available in the spring of 2007. All areas utilized shall be restored to their original condition at completion of the project by the Contractor at no additional cost to the Department.

**SPECIAL PROVISION**  
**SECTION 105**  
**CONTROL OF WORK**  
(Cooperation between MaineDOT and Contractor)

It is hereby brought to the Contractor's attention that the Department shall be making the temporary sign modifications to the overhead signs over Route 1 in Bath in advance of the Viaduct closure or "B" Portion of the work. After the Viaduct is reopened, the Department shall remove the temporary sign modifications to the overhead signs over Route 1 in Bath. The Department will install the new permanent signs on the new cantilever guide signs installed by the Contractor. The work on the overhead signs will take place at night between the hours of 10 pm and 5 am. Bath Police officers will be used to stop traffic on Route 1 for a maximum of 15 minutes. The Contractor shall cooperate with the Department and provide project access as necessary and as directed by the Resident.

It is hereby brought to the Contractor's attention that the Department shall be making traffic signal adjustments to the signals at the following intersections:

1. Washington Street/Leeman Highway
2. Washington Street/Centre Street

The Contractor shall cooperate with the Department so that the traffic signal adjustments by the Department are made in advance of the Viaduct closure or "B" Portion of the work. The Contractor shall provide project access as necessary and as directed by the Resident.

**SPECIAL PROVISION**  
**SECTION 105**  
**SCOPE OF WORK**

Subsection 105.4.1 of the Standard Specifications is amended as follows:

The Contractor shall maintain the pavement surface on Leeman Highway during the B portion of the work. Any pavement patching or filling of potholes needed shall be as directed by the Resident. Any patching of the pavement needed shall be done at night between 10 pm and 5 am unless as otherwise directed by the Resident. This work shall not be paid for directly, but shall be considered incidental to related contract items.

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

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

“Method A:  $PF = [32.5 + (\text{Quality Level} * 0.75)] * 0.01$ ”

**SPECIAL PROVISION**  
**SECTION 107**  
**TIME**  
**(Schedule of Work)**

Description - The Contractor shall submit to the Resident a schedule of work for approval. The schedule of work shall be used to monitor the sequence of construction operations and the progress of work.

The Schedule of Work shall be in the form specified herein.

Critical Path Method Schedule - The construction of this project shall be planned and recorded with a Critical Path Method (CPM) schedule in the form of an activity on node (AON) diagram. The schedule shall be used for coordinating and monitoring all work under the contract including the activity of subcontractors, vendors, and suppliers.

Preparation of Bid Schedule - Each bidder shall submit with the bid a schedule of the work to indicate the scheduled dates or completion of major components of the project. It shall include approval, fabrication, and delivery precedent to the performance of the major components of the project. The schedule must demonstrate the apparent low bidder's understanding of the project and ability to:

1. Complete the B Portion of the work by 6:00 am May 21, 2006.
2. Complete all of the work by the contract completion date.
3. Meet the milestones specified in Section 107.4 entitled Scheduling of Work.

**Four paper copies of this schedule should be provided with the bid.**

The critical path of the B portion of the work must be highlighted (See Special Provision 101.2.1 for the definition of the B portion of the work), as this work is directly tied to an incentive/disincentive provision.

Preparation of Initial Schedule - Within 10 calendar days of bid opening, the apparent low bidder shall submit for the Resident's approval an electronic version of the detailed CPM schedule. The schedule shall meet the requirements set forth herein. The electronic version shall be done with Primavera Project Planner software or approved equivalent. If an approved equivalent is used, the apparent low bidder shall be responsible for providing the Department a properly licensed copy of the software to allow the Department to view the electronic schedule.

Within 10 calendar days of the apparent low bidder's schedule submittal, the Resident will review the schedule and provide the apparent low bidder in writing, any corrections needed to approve the schedule. The apparent low bidder must make all corrections and resolve all comments within 10 calendar days of written notice of required schedule corrections.

The approval of the schedule by the Resident in no way attests to the validity of the assumptions, logic constraints, dependency relationships, resource allocations, manpower and equipment, or any other aspect of the proposed schedule. Once the apparent low bidder becomes the contractor, (i.e. upon contract award) the Contractor is and shall remain solely responsible for the planning and execution of work in order to meet project milestones or contract completion dates.

The construction time for the entire project, or any milestone, shall not exceed the specified contract time. Logic or activity durations will be revised in the event that any milestone or contract completion date is exceeded in the schedule.

In the event an apparent low bidder submits a bid with a scheduled contract completion date which occurs earlier than the estimated Departmental Contract Completion Date given in the bid documents, that apparent low bidder's completion date becomes the new contract completion date. The contractor shall be liable to liquidated damages for work completed after this new contract completion date. However, the completion milestone for the B Portion of the work shall be subject to the incentives and disincentives described in Special Provision 108.9.4, regardless of the completion date of the overall contract.

In the event that a Contractor submits a schedule with a completion time before the contract completion date, the Contractor agrees that the Department will not be liable for any compensable delay claims related to the period between the Contractor's scheduled completion time and the contract completion time unless the Contractor can demonstrate that (a) the early completion time was anticipated by the Contractor during bid preparation and is reflected in the bid, (b) the early completion schedule is reasonable, (c) the Contractor consistently utilized the early completion schedule to schedule, coordinate and manage the work including monitoring progress, (d) the cause(s) of the delay(s) were solely attributable to the Department, (e) the delays incurred impacted the critical path, (f) the Contractor did not cause any concurrent delays to the critical path, and (g) the Contractor was not able to perform other critical path work during the delay period.

Schedule Requirements:

1. Activity Information: All activity on node diagrams shall include:
  - a. Activity ID
  - b. Activity Description

c. Finish to Start relationships with no leads or lags

2. Duration (Working Days): No activity will have duration greater than 15 working days or less than one working day. Activity durations expressed in hours will not be allowed unless approved by the Resident. If requested by the Resident, either the apparent low bidder or the Contractor shall furnish any information needed to justify the reasonableness of activity time durations. Such information shall include, but not be limited to, estimated activity manpower, unit quantities, and production rates.

3. Procurement and Submittals: Separate procurement into at least two activities, fabrication and delivery. When the procurement also requires a submittal to and approval by the Department, insure these separate activities are shown in the schedule logic. Insure all work activities that require a submittal are preceded by submittal and approval activities.

4. Constraints: Use only contractual constraints in the schedule logic. No other constraints are allowed unless approved by the Resident. The disallowance of constraints includes the use of activity mandatory start and finish dates.

5. Float: Float is defined as the amount of time between when an activity "can start" (the early start) and when an activity "must start" (the late start). It is understood by the Department and the Contractor that float is a shared commodity, not for the exclusive use of financial benefit of either party. Either party has the full use of the float until it is depleted.

6. Activity Codes: Activities shall be identified by codes to reflect the following information related to an activity:

Responsible party for the accomplishment of each activity (only one party can be responsible for an activity).

Phase/stage as required by the maintenance and protection of traffic plan and/or the Special Provisions.

Area/Location

7. Computer Compatibility: The CPM schedule must be processed through a computer and be compatible with Primavera Project Planner software, version 3.1 or later, by Primavera Systems Inc., Bala Cynwynd, PA. It is the apparent low bidder's or Contractor's (as applicable) responsibility to ascertain the software compatibility with the Resident.

Initial Schedule Submittal Requirements:

1. Predecessor/Successor Sort

2. Total Float/Early Start Sort
3. Responsibility/Early Start Sort
4. Area/Early Start Sort
5. Logic Diagram: produce diagram with not greater than 100 activities per ANSI D (24-inch x 36-inch) size sheet. Insure each sheet includes title, match data or diagram correlation, and key to identify all components used in the diagram.
6. Narrative discussing general approach to completion of the work.

Schedule Updates - The Contractor shall update the schedule monthly to show current progress when the Viaduct is open to traffic. When the Viaduct is closed to traffic during the B portion of the work, schedules shall be updated weekly. The data date for the update shall be determined by the Resident. The schedule update shall be submitted within seven calendar days of the data date. The Resident may require submission of the updated schedule on diskette prior to submission of the full update package. Should the Contractor fail to provide an update, the Department may withhold payment of the current monthly progress estimate until the monthly schedule update is submitted. The update will include:

1. Dates of activities' actual start and completion.
2. The percent of work remaining for activities started, but not complete as of the update date.
3. Narrative report including a listing of monthly progress, the activities that define the critical path and any changes to the path of critical activities from the previous update, sources of delay, any potential problems, requested logic changes, and work planned for the next month.
4. Predecessor/Successor Sort
5. Total Float/Early Start Sort
6. Responsibility/Early Start Sort
7. Area/Early Start Sort
8. Diskette in Primavera (P3) format
9. Fragnet of logic diagram for all requested logic changes

10. Updated logic diagram as required by the Resident. At a minimum, the Department shall require a final logic diagram at the end of the project showing the planned and actual starts and completions.

11. A bar chart comparison of the updated schedule to the initial schedule. This diagram shall show actual and planned performance dates for all completed activities.

Schedule Revisions - The Contractor will revise the schedule for the following: a delay in completion of the project or contractual milestones or actual prosecution of the work which is, as determined by the Resident, significantly different than that represented on the schedule: Schedule revisions will be considered incidental to Pay Item 107.53.

Revisions to the work which impact the critical path of the B portion of the work, must be highlighted.

Recovery Schedule - If the initial schedule or current updates fail to reflect the project's actual plan or method of operation, or the B Portion is more than 5 calendar days behind, the Department may require that a recovery schedule for completion of the remaining contract work be submitted. The recovery Schedule must be submitted within seven calendar days of the Department's request. The Recovery Schedule shall describe in detail the Contractor's plan to complete the remaining contract work by the contract milestone date. The Recovery Schedule submittal shall meet the same schedule requirements as the Initial Schedule. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the contract milestone date.

Contract Modifications - When a contract modification is proposed, the Contractor must identify all logic changes required as a result of the contract modification. The Contractor shall include, as part of each proposed contract modification, a sketch showing all schedule logic revisions, duration changes, and the relationships to other activities in the approved Initial Schedule. This sketch shall be known as the fragment for the change. Upon acceptance of the fragment, the Contractor will revise the Initial CPM Schedule or current update. The logic change work required by the change order will be considered incidental to the contract work. No separate payment will be made.

Schedule Revisions to Utility Work - The Contractor shall provide the utilities ten days notice when revisions in the schedule of work affect operations of a utility unless previous arrangements have been made with the utility company involved.

Method of Measurement - Schedule of work will be measured for payment as one lump sum for the initial schedule and payments for each monthly update.

Basis of Payment - Schedule of work will be paid for at the contract lump sum price. Upon approval of the initial schedule, the contract lump sum price for the initial schedule will be paid. Thereafter, weekly and monthly schedule updates will be paid for at the

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contract unit price each. Weekly schedule updates will be paid for at the contract unit price each during the B portion of the work only.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
107.51 Prosecution of Work - Initial Schedule	Lump Sum
107.52 Prosecution of Work - Monthly Update	Each
107.54 Prosecution of Work - Weekly Update	Each

**SPECIAL PROVISION**  
**SECTION 107**  
**PROSECUTION OF WORK**  
**(Limitation of Operations)**

1. One 11' wide traffic lane shall be maintained at all times on the Northbound on ramp to the Sagadahoc Bridge located next to Commercial Street.
2. Two 11' traffic lanes shall be maintained at all times between 5 am and 10 pm each day during the non B portion of the work on Route 1 and the West Approach Bridge (i.e. Viaduct) between the ends of the on/off ramps at High Street and the on/off ramps for the Sagadahoc Bridge.
3. All pavement removal, concrete removal and paving operations shall take place during the day between 6 am and 10 pm except for full depth concrete repairs over active traffic lanes without protective shielding and the joint replacement at pier 13. Full depth concrete repairs and the pier 13 joint replacement over active travel lanes shall be repaired at night from 10 pm to 6 am with the travel lane immediately under the repair area shutdown. A minimum of one 12' wide travel lane shall be maintained in each direction (NB & SB) on the Leeman Highway at night from 10 pm to 6 am.
4. No work shall be done before March 15, 2007.
5. The protective shielding (Special provision section 524) shall be installed at night between 10 pm and 5 am before the West Approach Bridge (i.e. Viaduct) closure.
6. The new cantilever guides signs over Route 1 Northbound and Southbound West of High Street shall be installed a minimum of 10 calendar days before the B portion of the work begins.
7. The Contractor shall maintain at all times a minimum driveway width of 15' from Route 1 SB into Burger King located at 75 Leeman Highway.
8. The temporary traffic signal at intersection of High Street and Centre Street shall be operating a minimum of 7 calendar days before the B portion of the work begins. The temporary signal shall be in flash mode a minimum of 7 calendar days before it starts operating.
9. Middle Street and Franklin Street under the West Approach Bridge shall be blocked off 7 calendar days before the B portion of the work begins.

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**SPECIAL PROVISION**  
**SECTION 108**  
**PROSECUTION AND PROGRESS**  
**(Contract Time)**

The specified contract completion date is June 28, 2007.

The Contractor will be assessed liquidated damages of \$1,000.00 for each calendar day after the final completion date.

Special Provision 108.9.4  
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**SPECIAL PROVISION**  
**SECTION 108.9.4**

**INCENTIVE/DISINCENTIVE FOR EARLY OR LATE COMPLETION FOR  
THE “B PORTION” OF THE WORK**

Beginning of “B Portion” Time Period. The “B Portion” time period will begin at either 7:00 pm April 17, 2007 or the date on which the Contractor commences the physical on-site work per written notice to proceed, whichever is earlier.

Early Opening of Project to Unrestricted Highway Traffic. The Contractor will be paid \$10,000 Incentive for each Calendar Day the “B Portion” is complete before the number of Calendar Days stated by the Contractor in its Bid.

Failure to complete the “B Portion” within the time Bid. Failure to complete the project within the established number of Calendar Days set by the Contractor in its Bid will result in a Daily Road User Cost (disincentive) of **\$10,000 per day** being assessed for every Calendar Day in excess of the stated number, up to the time in which the B Portion is complete, except that if Completion Of The Physical Work for the B Portion is not accomplished by midnight May 23, 2007 the Daily Road User Cost becomes **\$25,000 per day**.

This assessment of Daily Road User Costs will be deducted from any monies due or to become due the Contractor.

The Department will be the sole authority in determining as to when the Completion Of The Physical Work has been achieved and if the project is complete.

Adjustments to work schedule

Adjustments to the contract time period will be made based on the Critical Path method schedule submitted by the Contractor in accordance with Special Provision 107 (Time – Schedule of Work). Delays due to extenuating circumstances beyond the control of the Contractor, in accordance with Standard Specification Section 109.5 will be considered when making time related adjustments. Adjustments will be separately made for each phase/stage of work subject to A+B Bidding.

Adjustments for Incentive/Disincentive (I/D) . Adjustments to the I/D time periods will be made based on the Critical Path method schedule submitted by the contractor in accordance with scheduling provisions found elsewhere in the contract documents. Delays due to extenuating circumstances beyond the control of the Contractor, as provided in Standard Specification Section 109.5 will be considered when making time related adjustments. Adjustments will be separately made for each phase/stage of work subject to I/D provisions.

**SPECIAL PROVISION  
SECTION 202  
(REMOVING STRUCTURES AND OBSTRUCTIONS)**

The existing pavement on the bridge and approaches to be removed shall be transported and unloaded by the Contractor at the following location:

Bath Public Works  
450 Oak Grove Avenue  
Bath, Maine

The removed pavement shall become property of the City of Bath. The Contractor shall contact Peter Owen, Bath Public Works Director at 207-443-8357 a minimum of 72 hours in advance of delivery of the pavement.

**SPECIAL PROVISION**

**SECTION 203**

**Excavation and Embankment  
(Approach Work - Bridges)**

**DESCRIPTION**

This work shall consist of all approach work necessary to temporarily widen to 24' and restore to its original configuration the Northbound on ramp to the Sagadahoc Bridge including Common Excavation, Common Borrow, Structural Earth Excavation, Granular Borrow, Aggregate Subbase Course Gravel, Guardrail, Guardrail Removal, Bridge Transitions, Delineator Posts, Curbing (bituminous and granite), Erosion Control Blanket, Loam, Seed, Mulch, Landscaping, Pavement Removal (including any debris), Pavement Markings, Dust Control, Rip Rap, Sign removal/ reinstallation and all Equipment, Tools, and Labor and incidentals necessary to complete the work in accordance with this Special Provision, the Standard Specifications, and in reasonable conformity with the lines and grades shown on the plans and/or as directed by the Resident.

**MATERIALS**

All materials shall meet the applicable sections of the Standard Specifications.

**CONSTRUCTION**

Granite curb or bituminous curb mold 1 shall be used along the north side of the Northbound on ramp to the Sagadahoc Bridge during the Viaduct closure. Granite curbing only shall be used for the final completed condition along the north side.

Temporary side slopes steeper than 1.75:1 shall use riprap meeting the requirements of subsection 703.29. Temporary side slopes flatter than 1.75:1 can be covered with erosion control blanket, 4" thick layer of bark mulch or other treatment as approved by the Resident.

The existing shrubs on the side slope between the Northbound on ramp and Route 1 shall be removed, stored and replanted as directed by the Resident. The contractor shall follow Maine DOT Standard Specifications for landscape transplanting and installation procedures (section 621 and 622). The MDOT Landscape Architect or his designee will be available to inspect plant materials and stake the location of plant materials at the time of replanting. The existing tree on the North side of the Northbound on ramp shall remain in place. The contractor can work around the tree or remove the tree and replant the tree once the on ramp is restored to its original configuration.

### METHOD OF MEASUREMENT

Approach Work - Bridges shall be measured by the Lump Sum complete and accepted.

### BASIS OF PAYMENT

Payment for Approach Work - Bridges, complete and accepted, will be made at the contract Lump Sum price. Which price shall be full compensation for all common and structural excavation, all common and granular borrow, all pavement removal, all aggregate subbase course gravel, all guardrail, all removal of cable guardrail, all bridge transitions, all guardrail delineator posts, all curbing, all erosion control blanket, all loam, all seeding, all mulch, all French drains, all dust control, all landscaping, all rip rap, all sign work, removal of pavement debris and all pavement markings, equipment, labor, tools, and incidentals necessary to complete the work. New pavement shall be paid for under the applicable section 403 pay item.

Pay Item

Pay Unit

203.60 Approach Work - Bridges

Lump Sum

SECTION 401  
HOT MIX ASPHALT PAVEMENT  
(with Polymer Additive)

The following subsections of Standard Specification 401 – Hot Mix Asphalt Pavements have been deleted in its entirety and replaced by the following:

401.01 Description. The Contractor shall furnish and place one or more courses of Hot Mix Asphalt Pavement with Polymerized additive surface, or base in accordance with the contract documents and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or established by the Resident. The Department will accept this work under Quality Assurance provisions, in accordance with these specifications and the requirements of Section 106 - Quality.

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

Asphalt Cement	702.01
Aggregates for HMA Pavement	703.07
HMA Mixture Composition	703.09
Mineral Filler	703.15

Rosphalt 50 concentrated thermoplastic virgin polymeric material shall be as manufactured by Royston Laboratories, Inc., 128 First Street, Pittsburgh, PA 15258, telephone (412) 828-1500, or approved equal. Certification shall be furnished in accordance with subsection 106.04.

Polymer Modifier Additive 401.021 The polymer modifier additive shall be a polymer modifier packaged in 10.1kg (22.5 pound) units in meltable polyethylene bags, with a minimum of 45 pounds of polymer modifier. The meltable bags can be tossed into the pug mill without opening, and will melt to disperse the additive through the normal mixing action of the pug mill. The final blend will be in accordance with the polymer modifier manufacturer requirements and approved by the Engineer. The modifier shall be a concentrated thermoplastic virgin polymeric material that is waterproof, has a melting point of 250 degrees Fahrenheit and an embrittlement point of -34 degrees Fahrenheit.

401.03 Composition of Mixtures The Contractor shall compose the Hot Mix Asphalt Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), mineral filler if required and virgin polymeric concentrate. The final job mix design will be according to the polymer modifier manufacturer's requirements and approved by the Department. HMA shall be designed and tested according to AASHTO T312 and the volumetric criteria in Table 1. The Contractor shall size, uniformly grade, and combine the aggregate fractions in proportions that provide a mixture meeting the grading requirements of the Job Mix Formula (JMF). The Contractor may use a maximum of 15% reclaimed asphalt pavement (RAP) in any base, binder, surface, or shim course. The Contractor may be allowed to use more than 15% RAP, up to a maximum of 25% RAP, in a base, binder, or shim course provided that PG 58-34 asphalt binder is used in the mixture.

The Contractor shall submit for Department approval a JMF to the Central Laboratory in Bangor for each mixture to be supplied. The Department may approve 1 active design per nominal maximum size, per traffic level, per plant, plus a 9.5mm “fine” mix @ 50 gyrations for shimming. The Department shall then have 15 calendar days in which to process a new design before approval. The JMF shall establish a single percentage of aggregate passing each required sieve size within the limits shown in Table 1. The general composition limits given in Table 1 indicate the control points of mixtures permissible under this specification. The JMF shall state the source, gradation, and percentage to be used of each portion of the aggregate and mineral filler if required. It shall also state the proposed PGAB content, the name and location of the refiner, the supplier, the source of PGAB submitted for approval, the type of PGAB modification if applicable, and the location of the terminal if applicable.

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

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

At the time of JMF submittal, the Contractor shall identify and make available the stockpiles of all proposed aggregates at the plant site. There must be a minimum of 150 Mg [165 ton] for stone stockpiles, 75 Mg [80 ton] for sand stockpiles, and 50 Mg [55 ton] of blend sand before the Department will sample. The Department shall obtain samples for laboratory testing. The Contractor shall also make available to the Department the PGAB proposed for use in the mix in sufficient quantity to test the properties of the asphalt and to produce samples for testing of the mixture. Before the start of paving, the Contractor and the Department shall split a production sample for evaluation. The Contractor shall test its split of the sample and determine if the results meet the requirements of the Department’s written policy for mix design verification (Available at the Central Laboratory in Bangor). If the results are found to be acceptable, the Contractor will forward their results to the Department’s Lab, which will test the Department’s split of the sample. The results of the two split samples will be compared and shared between the Department and the Contractor. If the Department finds the mixture acceptable, an approved JMF will be forwarded to the Contractor and paving may commence. The first day’s production shall be monitored, and the approval may be withdrawn if the mixture exhibits undesirable characteristics such as checking, shoving or displacement. The Contractor shall be allowed to submit aim changes within 24 hours of receipt of the first Acceptance test result. Adjustments will be allowed of up to 2% on the percent passing the 2.36 mm [No. 8] sieve through the 0.075 mm [No. 200] and 3% on the percent passing the 4.75 mm [No. 4] or larger sieves. Adjustments will be allowed on the %PGAB of up to 0.2%. Adjustments will be allowed on GMM of up to 0.010. Pay factors on in-place material shall be based on the original

JMF. The revised JMF shall be used for all subsequent mix. Prior to production of the Hot Mix Asphalt Pavement with Polymerized Additive, the construction of a test strip will be required.

401.031 Test Strip A test strip shall be constructed prior to the placement of polymerized pavement on the bridge decks. The test strip will be constructed offsite, or onsite, to help establish the proper production, placement, and compaction procedures for this contract prior to full plant production.

If the test strip is to be constructed off site, the test strip shall consist of a 20 ton minimum quantity. The Contractor shall notify the Department within 48 hours prior to their intent to construct the strip. The Contractor shall provide the Department with two mix samples from the test strip produced material for mix verification. The samples shall be tested for asphalt content and gradation against the JMF and contract requirements before further production. A minimum of three cores will be sampled from the test strip, and the average density of the three is required to be above the LSL of 93.0 %. If the average density of the three cores is less than the LSL of 93.0, the test strip will be rejected and a new test strip will be required before further production. There will be no separate payment for material placed in a offsite test strip, but shall be considered incidental to the 403.324 Modified Bituminous Concrete Surface Course , 9.5 mm item.

If the test strip is to be constructed onsite, the test strip shall consist of the quantity required to construct the approach surface course on the bridge; as determined by the Resident. The Contractor shall notify the Department within 48 hours prior to their intent to construct the strip. The Department shall take three mix samples from the test strip produced material for mix verification. The samples shall be tested for asphalt content and gradation against the JMF and contract requirements before further production. A minimum of three cores will be sampled from the test strip, and the average density of the three is required to be above the LSL of 93.0%. If the average density of the three cores is less than the LSL of 93.0%., the strip will be rejected, removed in it's entirety, and a new test strip required before further production. If the test strip is constructed onsite, payment for the strip will be made under the 403.210 - 9.5mm HMA item.

Mix production will not resume unless the Department is confident material meeting the contract requirements can be produced.

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

In the truck at the mixing plant - manufactures recommended mix temp.     ± 10°C [20°F]  
At the Paver – manufactures recommended compaction temp.             ± 10°C [20°F]

The JMF and the mix subsequently produced shall meet the requirements of Tables 1 and Section 703.07. Under no circumstances will the Department accept HMA (unless the binder has been modified) that has been heated to temperatures exceeding the manufactures recommendations. The polymer modifier manufacturer will have a full time inspector in the plant for the normal time it takes to produce and place the modified asphalt material, at no additional cost to the Department.

401.05 Performance Graded Asphalt Binder Unless otherwise noted in Special Provision 403 - Hot Bituminous Pavement, PGAB shall be 64-28, except that for mixtures containing greater than 15% RAP the PGAB shall be PG 58-34. The PGAB shall meet the applicable requirements of AASHTO M320 - Standard Specification for PGAB. The Contractor shall provide the Department with an approved copy of the Quality Control Plan for PGAB in accordance with AASHTO R 26-01 Certifying Suppliers of PGAB.

401.08 Hauling Equipment: Trucks for hauling Hot Mix Asphalt Pavement shall have tight, clean, and smooth metal dump bodies, which have been thinly coated with a small amount of lime solution or an approved soap solution or detergent to prevent the mixture from adhering to the bodies.

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

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

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

Full compaction is required and shall be achieved by utilizing steel double drum drive rollers used in the static mode. One roller will be required for break down, and one for finish rolling. A third roller, the same as the two being utilized to do the work, will be on the job to cover any breakdowns. The rollers' water system must be in reliable working order, and apply even water coverage to the asphalt mat. Rosphalt 50 modified pavement temperatures are higher than conventional mixes and require more water to keep the material from sticking to the steel rolls. Pneumatic rollers are not required on the Rosphalt 50 mat.

The contractor may use other compaction means in areas where the specified roller train can't access. The use of an asphalt vibratory whacker may be allowed as long as it is in good working order and the watering system works reliably. Breakdown rolling will be done immediately behind the spreading operation. The finish roller will follow breakdown and used to remove imperfections in the mat. The rolling pattern will be straight with the paving direction, with minimal turning. The Royston representative will work with the Contractor to

control the rolling pattern and the frequency of passes in required. Any changes to the paving and rolling procedures must be approved by the Resident and included in a modified QCP.

If methods of compaction other than the conventional the rolling train is required, additional manpower shall be provided by the Contractor to ensure that the areas not accessible by rollers is compacted before the material cools below breakdown compaction temperatures. Areas found to be deficient due to lack of observed compactive effort, or tested to be below the minimum density requirement, will be corrected in accordance with this Special Provision's Section, 401.20 – Acceptance: Correction of Deficiencies.

A representative of the polymer modifier manufacturer shall be present at all times during the placement of the modified asphalt material and compaction operations, at no additional cost to the Department.

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

- a. Vibratory rollers shall not be operated in the vibratory mode when checking or cracking of the mat occurs, or on bridge decks.
- b. Any method, which results in cracking or checking of the mat, will be discontinued and corrective action taken.

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

401.101 Surface Tolerances The Department will check surface tolerance with a 4.9 m [16 ft] straightedge or string line placed parallel to the centerline of pavement and with a 3 m [10 ft] straightedge or string line placed transverse to the centerline of pavement. The Contractor shall correct variations exceeding 6 mm [¼ in] by removing defective work and replacing it with new material as directed by the Department. The Contractor shall furnish a 3 m [10 ft] straightedge for the Departments use.

401.11 Preparation of Existing Surface (Deck Preparation) Following any required deck patching and prior to placement of the Polymer Modified Asphalt, the concrete deck shall be prepared as follows:

The work under this Item shall consist of cleaning the surface of the concrete deck to remove any milled material or debris which would reduce or prevent bonding, furnishing and applying Edge Sealer, Tack Coat, furnishing and placing on the cleaned and tack coated bridge deck, an impermeable hot-mix waterproofing asphalt course to the lines, grades, width and depth as indicated on the plans, and saw cutting and filling any construction joints with rubberized joint sealer, all in accordance with the specifications and as directed by the Engineer.

Rosphalt 50 shall not be placed until the moisture content of the surface it is to be placed on is at or below 6%. The moisture content will be checked with a "Sovereign Potable Electronic Moisture master" meter or an approved equal. The moisture content shall be checked in a

minimum of one location in each span. Rosphalt 50 shall not be placed until the new concrete has been in place a minimum of 7 days. The entire deck shall be shot blasted to achieve an anchor profile which is clean of foreign materials, such as oil or grease, and any sharp protrusions removed and free of laitance. The Contractor shall have a copy of Technical Guideline No. 03732 (Guideline for Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays) published by the International Concrete Repair Institute. The final concrete surface profile shall range between a CSP 1 and CSP 5 as defined by this guideline. Areas where rapid setting patching materials have been placed shall be cured for a minimum of 72 hours or longer when recommended by the product manufacturer prior to applying the Rosphalt 50. All surfaces shall then be swept and cleaned by brooms and compressed air as directed by the Resident before Rosphalt 50 is placed.

The deck must be clean and free of any loose debris and moisture. A 100-150 mm (4-6 inch) application of Polymer Modifier Manufacturer Edge Sealer, at a rate specified by the manufacturer, shall be used to seal all edges of the planned day's placement of the Asphalt Waterproofing Course. Particular attention shall be given to vertical edges of headers, drains, scuppers, expansion joints or wherever compaction may be difficult to achieve. Where vertical edges exist, apply Edge Sealer 100-150 mm (4-6 inch) out from curb scuppers, joints, etc., on the horizontal and up to the top of the proposed finished surface grade. When practical, this should be done the day before or as early as possible to maximize drying time.

Polymer Modifier Manufacturer Tack Coat shall be applied to the existing horizontal concrete bridge deck surfaces in a uniform coating at the rate specified by the polymer modifier manufacturer. The polymer modifier manufacturer will oversee the Tack Coat application.

Butt joints made during paving operations must have Edge Sealer applied to the butt surface before the joining asphalt lift. The polymer modifier manufacturer will oversee the applications of Edge Sealer, wherever it is used. Construction joints shall be saw cut to a 12.7 mm (½ inch) width and filled to within 3 mm (1/8 inch) of the surface with the rubberized asphalt joint sealer previously specified. Extreme care shall be taken so as not to overfill these sawed joints since excess joint sealer material will cause ripples in the surface course necessitating corrective work by the Contractor.

Edge Sealer shall be applied to all terminations of the paved asphalt, including curb lines and deck joints, as soon as possible after the pavement has cooled.

The Contractor shall thoroughly clean the surface upon which Hot Mix Asphalt Pavement is to be placed of all objectionable material

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

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

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

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

The Contractor shall dry the aggregate sufficiently so that the HMA will not flush, foam excessively, or displace excessively under the action of the rollers. The Contractor shall introduce the aggregate into the mixer at a temperature of not more than 14°C [25°F] above the temperature at which the viscosity of the PGAB being used is 0.150 Pa·s [0.1008 Lbm/sec·ft].

The Contractor shall store and introduce into the mixer the Performance Graded Asphalt Binder at a uniformly maintained temperature at which the viscosity of the PGAB is between 0.150 Pa·s [0.1008 Lbm/sec·ft] and 0.300 Pa·s [0.2016 Lbm/sec·ft]. The aggregate shall be coated completely and uniformly with a thorough distribution of the PGAB. The Contractor shall determine the wet mixing time for each plant and for each type of aggregate used.

401.15 Spreading and Finishing On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the Contractor shall spread, rake, and lute the HMA with hand tools to provide the required compacted thickness.

On roads opened to two-way traffic, the Contractor shall place each course over the full width of the traveled way section being paved that day, unless otherwise noted by the Department in Section 403 - Hot Bituminous Pavement.

All pavements shall be placed on surfaces that have been tack coated, if required, and allowed to cure for a minimum period of 40 minutes. A Polymer Modifier Manufacturer tack coat shall be applied to the existing concrete deck, and to the first layer of pavement in accordance with the manufacturer's recommendations if required. The film thickness of the tack coat shall be 0.04 to 0.15 gallons per square yard. The tack coat shall be allowed to break or dry prior to placement of the modified bituminous concrete. A tack coat is not required between the pavement layers if the base and surface layers of pavement are placed the same working day, or unless the base layer surface becomes contaminated with materials that would reduce bond between layers. The material shall be placed at a temperature between 375° F to 390°F.

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

The Contractor shall roll the surface when the mixture is in the proper condition and when the rolling does not cause undue displacement, cracking, or shoving. The Contractor shall prevent adhesion of the HMA to the rollers or vibrating compactors without the use of fuel oil or other petroleum based release agents.

The Contractor shall immediately correct any displacement occurring as a result of the reversing of the direction of a roller or from other causes to the satisfaction of the Department.

Any operation that results in breakdown of the aggregate shall be discontinued. Any new pavement that shows obvious cracking, checking, or displacement shall be removed and replaced for the full lane width as directed by the Resident at no cost to the Department.

Along forms, curbs, headers, walls, and other places not accessible to the rollers, the Contractor shall thoroughly compact the HMA with mechanical vibrating compactors. The Contractor shall only use hand tamping in areas inaccessible to all other compaction equipment. On depressed areas, the Contractor may use a trench roller or cleated compression strips under a roller to transmit compression to the depressed area. If methods of compaction other than the conventional the rolling train is required, additional manpower shall be provided by the Contractor to ensure that the areas not accessible by rollers is compacted before the material cools below breakdown compaction temperatures. Areas found to be deficient due to lack of observed compactive effort, or tested to be below the minimum density requirement, will be corrected in accordance with this Special Provision's Section, 401.20 – Acceptance: Correction of Deficiencies.

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

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

The paver shall always maintain a uniform head of HMA during the joint construction. The HMA shall be free of segregation and meet temperature requirements. Transverse joints of the wearing course shall be straight and neatly trimmed. The Contractor may form a vertical face exposing the full depth of the course by inserting a header, by breaking the bond with the underlying course, or by cutting back with hand tools.

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

The edges of the pavement shall be sealed by applying Royston 120-29 curb sealer on all vertical faces which will be in contact with the rubberized asphalt paving mix. The material shall be applied so the entire edge of the layer, and a few inches onto the deck surface, is coated.

A Polymer Modifier Manufacturer tack coat shall be applied to the existing concrete deck, and the first layer of pavement in accordance with the manufacturer's recommendations. The film thickness of the tack coat shall be 0.04 to 0.15 gallons per square yard. The tack coat shall be allowed to break or dry prior to placement of the modified bituminous concrete. A tack coat is not required between the pavement layers if the base and surface layers of pavement are placed the same working day, or unless the base layer surface becomes contaminated with materials that would reduce bond between layers.

The Contractor shall use an approved spray apparatus designed for covering a narrow surface. The Department may approve application by a brush for small surfaces, or in the event of a malfunction of the spray apparatus, but for a period of not more than one working day.

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

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

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

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

- a. JMF(s)
- b. Hot mix asphalt plant details
- c. Stockpile Management (to include provisions for a minimum 2 day stockpile)
- d. Make and type of paver(s)
- e. Make and type of rollers including weight, weight per inch of steel wheels.
- f. Name of QCP Administrator, and certification number
- g. Name of Process Control Technician(s) and certification number(s)
- h. Name of Quality Control Technicians(s) and certification number(s)
- i. Mixing and additive blending procedure, and material transportation, including process for ensuring that truck bodies are clean and free of debris or contamination, and plan to ensure that all truck canvases are securely tied down for maximum heat retention.
- j. Testing Plan
- k. Laydown operations including longitudinal joint construction, procedures for avoiding paving in inclement weather, type of release agent to be used on trucks tools and rollers, compaction of shoulders, tacking of all joints, methods to ensure that segregation is minimized, procedures to determine the maximum rolling and paving speeds based on best engineering practices as well as past experience in

- achieving the best possible smoothness of the pavement, and method of material compaction in areas inaccessible to the standard rolling train.
- l. Examples of Quality Control forms including a daily plant report and a daily paving report
  - m. Silo management and details (can show storage for use on project of up to 36 hours)
  - n. Provisions for varying mix temperature due to extraordinary conditions
  - o. Name and responsibilities of the Responsible onsite Paving Supervisor, and the name and responsibilities of the polymer modifier manufacturer representatives.
  - p. Method for calibration/verification of Density Gauge
  - q. A note that all testing will be done in accordance with AASHTO and MDOT/ACM procedures
  - r. A note detailing conditions under which the percent of RAP will vary from that specified on the JMF.

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

a. QCP Administrator - A qualified individual shall administer the QCP. The QCP Administrator must be a full-time employee of or a consultant engaged by the Contractor or paving subcontractor. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful operation of the QCP. The QCP Administrator (or its designee in the QCP Administrator's absence) shall be available to communicate with the Department at all times. The QCP Administrator shall be certified as a Plant Technician or Paving Inspector certified by the New England Transportation Technician Certification Program (NETTCP).

b. Process Control Technician(s) (PCT) shall utilize test results and other quality control practices to assure the quality of aggregates and other mix components and control proportioning to meet the JMF(s). The PCT shall inspect all equipment used in mixing to assure it is operating properly and that mixing conforms to the mix design(s) and other Contract requirements. The QCP shall detail how these duties and responsibilities are to be accomplished and documented, and whether more than one PCT is required. The Plan shall include the criteria to be utilized by the PCT to correct or reject unsatisfactory materials. The PCT shall be certified as a Plant Technician by the NETTCP.

c. Quality Control Technician(s) (QCT) shall perform and utilize quality control tests at the job site to assure that delivered materials meet the requirements of the JMF(s). The QCT shall inspect all equipment utilized in transporting, laydown, and compacting to assure it is operating properly and that all laydown and compaction conform to the Contract requirements. The QCP shall detail how these duties and responsibilities are to be accomplished and documented, and whether more than one QCT is required. The QCP shall include the criteria utilized by the QCT to correct or reject unsatisfactory materials. The QCT shall be certified as a Paving Inspector by the NETTCP.

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

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

TABLE 2 : MINIMUM QUALITY CONTROL FREQUENCIES

Test or Action	Frequency	Test Method
Temperature of mix	6 per day at street and plant	-
Temperature of mat	4 per day	-
%TMD (Surface)	1 per 125 Mg [135 ton] (As noted in QC Plan)	ASTM D2950
%TMD (Base)	1 per 250 Mg [275 ton] (As noted in QC Plan)	AASHTO T269
Fines / Effective Binder	1 per 500 Mg [550 ton]	AASHTO T 312
Gradation	1 per 500 Mg [550 ton]	AASHTO T30
PGAB content	1 per 500 Mg [550 ton]	AASHTO T164 or T308
Voids at $N_{design}$	1 per 500 Mg [550 ton]	AASHTO T 312
Voids in Mineral Aggregate at $N_{design}$	1 per 500 Mg [550 ton]	AASHTO T 312
Rice Specific Gravity	1 per 500 Mg [550 ton]	AASHTO T209
Coarse Aggregate Angularity	1 per 6000 Mg [6600 ton]	ASTM D5821
Flat and Elongated Particles	1 Per 6000 Mg [6600 ton]	ASTM D4791
Fine Aggregate Angularity	1 Per 6000 Mg [6600 ton]	AASHTO T304

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

The Contractor shall submit all Hot Mix Asphalt Pavement plant test reports, inspection reports and updated pay factors in writing, signed by the appropriate technician and present them to the Department by 1:00 P.M. on the next working day, except when otherwise noted in the QCP due to local restrictions. The Contractor shall also retain splits of the previous 5 QC tests, with QC results enclosed for random selection and testing by The Department during QA inspections of the HMA production facility. Test results of splits that do not meet the Dispute Resolution Variance Limits in Table 9 shall trigger an investigation by the MDOT Independent Assurance Unit, and may result in that lab losing NETTCP certification and the ability to request a dispute [Section 401.223 - Process for Dispute Resolution (Methods A and B only)].

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

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

The Contractor shall fill all holes in the pavement resulting from cutting cores by the Contractor or the Department with an acceptable mixture no later than the following working day. Before filling, the Contractor shall carefully clean the holes and apply a coating of Royston 120-29 curb sealer. On surface courses, cores shall not be cut except for Quality Assurance.

Contractor shall monitor plant production using running average of three control charts as specified in Section 106 - Quality. Control limits shall be as noted in Table 3 below.

TABLE 3: Control Limits

Property	UCL and LCL
Passing 4.75 mm [#4] and Nominal Max sieves	Target +/-4.0
Passing 2.36 mm [#8] sieve	Target +/-2.5
Passing .075 mm [#200] sieve	Target +/-1.2
PGAB Content*	Target +/-0.2
Voids in the Mineral Aggregate	JMF Target +/-0.9
% Voids at $N_{design}$	JMF Target +/-0.9

\*Based on AASHTO T 308

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

- a. The Pay Factor for VMA, Voids @  $N_d$ , Percent PGAB, composite gradation, VFB, fines to effective binder or density using all Acceptance or all Quality Control tests for the current lot is less than 0.85.
- b. The Coarse Aggregate Angularity or Fine Aggregate Angularity value falls below the requirements of Table 3: Aggregate Consensus Properties Criteria for the design traffic level.
- c. Each of the first 2 control tests for the lot fall outside the upper or lower limits for VMA, Voids @  $N_d$ , or Percent PGAB. This includes any case where both tests are out on the same, or different properties.
- d. The Flat and Elongated Particles value exceeds 10% by ASTM D4791.
- e. There is any visible damage to the aggregate due to over-densification other than on variable depth shim courses.
- f. The Contractor fails to follow the approved QCP.
- g. The Contractors control chart shows the process to be out of control on any property listed in Table 3: Control Limits.

Paving operations shall not resume until the Contactor and the Department determines that material meeting the Contract requirements will be produced. The Department will consider corrective action acceptable if the pay factor for the failing property increases, based on samples already in transit, or a verification sample is tested and the property falls within the upper and lower specification limits.

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

The Resident shall be afforded access to the plant and equipment to review and verify certifications of material conformance and quality. If finding the Contractor failed to perform Quality Control or the submission of an incorrect certification, it shall constitute grounds for total rejection of the involved paving and/or other action as may be indicted by the finding.

The Resident may at any time, notwithstanding previous sampling and certification, notify and stop the Contractor, reject and require the Contractor to dispose of any batch of bituminous mix which is rendered unfit for use due to temperature, oxidation, contamination, segregation or incomplete coating of aggregate. Such rejection may be based on visual inspection alone.

401.20 Acceptance – Method B or C

Pavement Density The Department will measure pavement density using core samples tested according to AASHTO T-166. The Department will randomly determine core locations. The Contractor shall cut 150 mm [6 in] diameter cores at no additional cost to the Department by the end of the working day following the day the pavement is placed, and immediately give them to the Department. The cores will be placed in a transport container provided by the Department and transported by the Contractor to the designated MDOT Lab as directed by the Department. Pre-testing of the cores will not be allowed. At the time of sampling, the Contractor and the Department shall mutually determine if a core is damaged. If it is determined that the core(s) is damaged, the Contractor shall cut new core(s) at the same offset and within 1 m [3 ft] of the initial sample. At the time the core is cut, the Contractor and the Department will mutually determine if saw cutting of the core is needed, and will mark the core at the point where sawing is needed. The core may be saw cut by the Contractor in the Department's presence onsite, or in an MDOT Lab by The Department, without disturbing the layer being tested to remove lower layers of Hot Mix Asphalt Pavement, gravel, or RAP. No recuts are allowed at a test location after the core has been tested. Upon conclusion of each lot, density results shall be examined for statistical outliers as stated in Section 106.7.2.

TABLE 6: METHOD B or C DENSITY ACCEPTANCE LIMITS  
75 Gyration or more Design

	TARGET	LSL	USL
Percent of Maximum			

Theoretical Density	96.0	93.0	99.0
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Cores for acceptance testing shall be cut such that the nearest edge is never within 0.225 m [9 in] of any joint.

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

401.202 Method B Note: Paragraphs c., d., and e. from Standard Specification section 401.201 - Method A, also apply to Method B, except that Table 5: Method A Acceptance Limits is replaced by Table 7: Method B and C Acceptance Limits and the results will not be examined for outliers.

This method utilizes Quality Level Analysis and pay factor specifications. Aggregates and mix shall meet the gradation ranges and Volumetric Properties in Table 7: Method B and C Acceptance Limits, utilizing the testing methods and sampling procedures in Table 4: Acceptance Criteria.

Density testing: Unless waived in Section 403 - Hot Bituminous Pavement, density shall be tested by cutting three 150 mm [6 in] diameter cores at random locations. The cores will be tested and statistically evaluated for pay factors as described in Section 106.7 - Quality Level Analysis, using the density requirements listed in Table 7: Method B and C Acceptance Limits. The Department will pay the Contractor the price calculated as described in Section 401.22 - Basis of Payment.

PGAB Content, Gradation, and Volumetric properties testing: Unless waived in Section 403 - Hot Bituminous Pavement, the Department shall take three random samples. The samples will be tested and statistically evaluated for pay factors as described in Section 106.7 - Quality Level Analysis, using the specification limits shown in Table 7: Method B and C Acceptance Limits. The Department will pay the Contractor the price calculated as described in Section 401.22 - Basis of Payment.

TABLE 7: METHOD B AND C ACCEPTANCE LIMITS

Property	USL and LSL	
	Method B	Method C
Percent Passing 4.75 mm [No. 4] and larger sieves	Target +/-7	Target +/-7
Percent Passing 2.36 mm [No. 8] to 1.18 mm [No. 16] sieves	Target +/-5	Target +/-5
Percent Passing 0.60 mm [No. 30]	Target +/-4	Target +/-4
Percent Passing 0.30 mm [No. 50] to 0.075 mm [No. 200] sieve	Target +/-3	Target +/-3

PGAB Content	Target +/-0.5	Target +/-0.5
Air Voids	Not Applicable	Not Applicable
Fines to Effective Binder	Not Applicable	Not Applicable
Voids in the Mineral Aggregate	Not Applicable	Not Applicable
Voids Filled with Binder	Not Applicable	Not Applicable
In-place Density	93.0 to 99.0	93.0 to 99.0

401.203 Method C Note: Paragraphs c., d., and e. from Standard Specification section 401.201 - Method A, also apply to Method C, except that Table 5: Method A Acceptance Limits is replaced by Table 7: Method B and C Acceptance Limits and the results will not be examined for outliers.

For hot mix asphalt items designated as Method C in Section 403 - Hot Bituminous Pavement, one sample will be taken from the paver hopper or the truck body per 250 Mg [275 ton] per pay item. The mix will be tested for gradation and PGAB content. Disputes will not be allowed. If the mix is within the tolerances listed in Table 7: Method B and C Acceptance Limits, Method C the Department will pay the contract unit price. If the test results for each 250 Mg [275 ton] increment are outside these limits, the following deductions (Table 7b) shall apply to the HMA quantity represented by the test. A second consecutive failing test shall result in cessation of production.

TABLE 7b

PGAB Content	-5%
2.36 mm [#8] sieve	-2%
0.30 mm [#50] sieve	-1%
0.075 mm [#200] sieve	-2%
Density	-10%

Correction of Deficiencies In the event of any portions of pavement fails to comply with specified quality requirements, the Contractor shall replace or repair deficient pavements as directed by the Resident. Corrections shall be made as work progresses and not reserved for a separate operation at some later date.

1. For minus thickness deficiencies, the only acceptable repair methods are removal and replacement, or placement of an overlay layer. Corrective work shall begin and end at the repair, and feather edging will not be permitted.
2. Where more than 6 mm (¼ inch) above the required grade, correct deficiency by removal as necessary to comply with the specifications, except where an approved contour pattern satisfying riding quality and drainage as shown on the

Contract Drawings has been established.

3. For deficiency in smoothness tolerance, correct any deficiency by means approved by the Resident and subject to all other provisions hereof. The area for correction of deficiencies in surface smoothness and surface grade tolerance shall be those areas, which fail to satisfy quality requirements. Existing pavement shall be removed as necessary to provide square joints for the full depth of the course.
4. For deficiency of in-place voids, remove and replace deficient pavement in accordance with all requirements specified herein. The area replaced for deficiency of in-place voids shall be the total area paved with-in the deficient paving lot. Existing pavement shall be removed as necessary to provide square joints for the full depth of the course.
5. For deficiency involving a porous surface in the mat at longitudinal joints, or at construction joints, the surface shall be sealed with an asphalt filler/sealer material submitted to and approved by the Resident.

Method of Measurement. Modified Bituminous Concrete Surface Course will be measured by the ton, complete and in place.

Basis of Payment. Modified Bituminous Concrete Surface Course (HMA) will be paid for at the contract unit price per ton. Such payment shall be full compensation for obtaining and furnishing all aggregate, additives, and bituminous material including tack and edge sealer, for processing, heating, mixing, weighing, trucking, placing, and rolling; for furnishing the test strip, all labor, equipment, tools and all incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
403.324 Modified Bituminous Concrete Surface Course , 9.5 mm	Ton

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

<b>Desc. Of Course</b>	<b>Grad Design.</b>	<b>Item Number</b>	<b>Bit Cont. % of Mix</b>	<b>Total Thick</b>	<b>No. Of Layers</b>	<b>Comp. Notes</b>
<b><u>Bridge Deck</u></b>						
Wearing	9.5 mm	403.324	N/A	2.0 in	1	2,5,8,20
<b><u>Bridge Approaches Grind &amp; Overlay Areas</u></b>						
Wearing	9.5 mm	403.210	N/A	1.5 in	1	5,8,11
<b><u>Bridge Approaches &amp; Shoulder Widening Areas Full Depth</u></b>						
Wearing	9.5 mm	403.210	N/A	3.0 in	2	5,8,11,14
Base	19.0 mm	403.207	N/A	5.0 in	2/more	5,8,11,14

**COMPLEMENTARY NOTES**

2. The density requirements for the polymerized hot mix asphalt is **specified in the 403.324 Special Provision.**
5. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS for mix placed under this contract. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **75 gyrations.** (Ndesign)
8. Section 106.6 Acceptance, (2) Method B.
11. A mixture meeting the gradation of 12.5 mm hot mix asphalt may be used at the option of the contractor.
14. Testing shall be Method 'B' for volumetrics and density. The density requirements shall be 92.5 to 97.5, or the same as the specified for the travel lane, ramps, and sideroads. The incentive / disincentive for density and volumetrics shall apply.
20. See **Special Provision 403.324** -Hot Mix Asphalt Pavement with Polymerized Additive for project Specifics.

**Tack Coat**

For the bridge deck:

A tack coat shall be used as specified in the **403.324 Special Provision.**

For all other areas:

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

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

**SPECIAL PROVISION**  
**SECTION 502**  
**STRUCTURAL CONCRETE**  
**(QC/QA ACCEPTANCE METHODS)**

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
A	502.23	Structural Concrete Piers		C
A	502.41	Structural Concrete Superstructure slab	\$400.00	A

SPECIAL PROVISION  
SECTION 507  
RAILINGS  
(Aluminum Bridge Railing)

Description This work shall consist of removal of damaged sections of existing aluminum pipe railing, furnishing and installing new aluminum bridge railing including all working drawings required to fabricate the railing system in accordance with these specifications and as directed by the Resident. The Contractor shall field verify the number, diameter and length of bridge rail sections needing replacing prior to ordering new materials to ensure an exact match.

Material:

Rail - ASTM Alloy 6061-T6 or 6351-T5

Construction Requirements

The contractor shall provide working drawings for the fabrication, and installation of the bridge railing system in accordance with Standard Specification section 105.7

Method of Measurement Bridge railing will be measured for payment per linear foot completed and accepted in place.

Basis of Payment Bridge railing will be paid for by the linear foot. Such payment will be complete compensation for removal of the existing damaged rail, fabrication, delivery and installation of the bridge rail and any labor, equipment or material required to satisfactorily complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
507.08 Bridge Railing	LF

**SPECIAL PROVISION**

**SECTION 515**

**PROTECTIVE COATING FOR CONCRETE SURFACES**

Subsection 515.03 is replaced with the following paragraph:

**515.03 Surface Preparation**

On surfaces to be treated, all voids shall be filled with mortar and the entire surface shall be dressed by dry rubbing to remove form marks and blemishes to present a neat appearance. The concrete shall remain dry for at least 48 hours before treatment and shall be free of laitance, oil, grease, dirt and dust. All traces of dust shall be removed immediately before applying the linseed oil mixture. The treatment shall not be done until at least 7 days after casting the concrete and completed at least 24 hours before the treated portion is opened to traffic.

**SPECIAL PROVISION**  
**SECTION 520**  
**EXPANSION DEVICES**  
(Bridge Joint Modifications)  
(Preformed Joint Filler)

**Description:** This work shall consist of removal of existing joint filler if required, furnishing and installing new ½”thick preformed joint filler at the following deck joints: abutment #1, pier 6, pier 12, pier 14, pier 16, pier 18 and abutment #2.

**Construction Requirements:** Care shall be taken so that the new preformed joint filler is aligned with the existing joint.

**Method of Measurement:** Bridge joint modifications will be measured by each unit, complete in place and accepted.

**Basis of Payment:** The accepted quantity of bridge joint modifications will be paid for at the contract unit price each, which payment will be full compensation for all materials, labor, equipment, and incidentals necessary to complete the work, adjusting and cleaning existing joint materials.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
520.24 Bridge Joint Modification	Each

**SPECIAL PROVISION**  
**SECTION 520**  
**EXPANSION DEVICES**  
(Bridge Joint Modifications)  
(Seal replacement)

**Description:** This work shall consist of removal of existing seal, furnishing and installing new seals in the existing joint armor at the following deck joints: pier 3, pier 9, pier 15, pier 17 and pier 19. The contractor shall be responsible for field verifying the type of seal either gland or compression seal in the field before ordering from a supplier.

The required movement ratings for each of the different seals are as follows:

Pier 3 = 0.5”  
Pier 9 = 3.0”  
Pier 15 = 1.89”  
Pier 17 = 1.73”  
Pier 19 = 1.49”

**Construction Requirements:** Care shall be taken so as not to damage the new seals during installation.

**Method of Measurement:** Bridge joint modifications will be measured by each unit, complete in place and accepted.

**Basis of Payment:** The accepted quantity of bridge joint modifications will be paid for at the contract unit price each, which payment will be full compensation for all materials, labor, equipment, and incidentals necessary to complete the work, adjusting and cleaning existing joint materials.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
520.24 Bridge Joint Modification (Seal Replacement)	Each

SPECIAL PROVISION

SECTION 524

TEMPORARY STRUCTURAL SUPPORTS

(Protective Shield - Steel Girders)

**524.01 Description**

The following paragraph is added:

This work shall also consist of furnishing all labor, equipment and materials required to provide protection for the public during demolition and construction. This protection shall include, but not necessarily be limited to, protective shielding of existing structures during demolition work, concrete removal, and installation of temporary deck support over roadway lanes and shoulders on all existing and new bridge structures.

The protective shield shall be installed in the following locations:

Temporary shielding shall be used over Washington Street between pier 14 and pier 15, from pier 14 to 15' west of pier 14 over a crosswalk, between pier 15 and pier 16 over the railroad tracks, 10' on either side of pier 13 and 10' on either side of Creamer Way in span 17. The shielding at each of these locations shall be installed between all of the steel beams.

The following Subsections are added:

**524.031 Protective Shield Design**

Prior to the start of work, the Contractor shall submit plans for review and comment indicating the sizes and dimensions of protective shield. The proposed methods of protective shielding, including connections and fasteners, shall be in accordance with the following criteria:

The protective shield shall be designed for safely supporting all construction and dead loads, but not less than 50 pounds per square foot. Protective shield shall be stiff enough to limit deflection to 1/2 inch under maximum loads and to be tightly sealed at all joints. The protective shield shall be placed on the tops of the bottom flanges of the steel girders with edges and laps made tight to protect the motorists from dust, debris and falling objects.

**524.041 Protective Shield Erection and Removal**

No portion of the protective shield installed over a roadway or railroad track shall project below a plane connecting the bottoms of the bottom flanges of the steel stringers. During demolition operations, the protective shield shall be covered with sheet plastic made tight at edges and laps to prevent water used in the saw cutting operation from falling onto the facilities under the bridge.

Shielding shall be approved and installed prior to the start of any demolition work and shall remain in position during all demolition work. Shielding shall also be approved and installed prior to the start of any pavement or concrete removal activities and shall remain in position during all viaduct work. The shielding shall be relocated or removed only as directed by the Resident.

**524.28 Method of Measurement**

The following sentence is added:

Protective Shield will be measured as one lump sum unit per site, satisfactorily placed and accepted.

**524.29 Basis of Payment**

The following paragraphs are added:

Protective Shield shall be paid at the Contract lump sum unit per site, complete in place and shall include all design, materials, transportation and stacking, labor, tools and equipment necessary to perform the work as described above or as directed by the Resident.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
524.40 Protective Shield - Steel Girders	Lump Sum

SPECIAL PROVISION  
SECTION 527  
CRASH CUSHION REPAIRS

Description This work consists of repairing the following existing crash cushions during the B portion of the work in accordance with these specifications at location(s) shown on the plans and/or as directed by the Resident. The Contractor shall field verify the condition of each of the following approach crash cushions before ordering materials.

QuadGuard System

Location: East abutment, East end of North wingwall

Scope: Replace nose bay type 1 cartridge and replace yellow nose with support bracket including any miscellaneous hardware needed including bolts, nuts, and washers per the manufacturer's recommendations.

C-A-T 350

Location: East abutment, East end of North wingwall

Scope: Replace the 6'-3" nose section other wise known as stage one per the manufacturer's recommendations..

React 350

Location: Gore area between Commercial Street and Northbound Sagadahoc on ramp.

Scope: Replace the reflective chevron on the front cylinder and reattach the cover per manufacturer's recommendations.

Materials

The C-A-T System as manufactured by Trinity Highway Safety Products of Dallas, Texas as approved and crash tested by the Federal Highway Administration.

The React 350 (Reusable Energy Absorbing Crash Terminal 350) and the QuadGuard System shall be produced by Energy Absorption Systems, Incorporated of Chicago Illinois as approved and crash tested by the Federal Highway Administration.

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

Bath  
PIN 10123.00  
October 27, 2006

Basis of Payment This work shall not be paid for directly. Payment shall be considered incidental to related contract items.

**SPECIAL PROVISION**  
**SECTION 527**  
**ENERGY ABSORBING UNIT**  
(QuadGuard System)

Description This work consists of removal of an existing damaged crash cushion, furnishing and installing a new QuadGuard System crash cushion with a Tension Strut Backup, Quad end shoe transition panels and deflector assemblies including the concrete base as a permanent energy absorbing system in accordance with these specifications and as directed by the Resident at location(s) shown on the plans or established by the Resident.

Materials The energy absorbing system shall be the QuadGuard System as manufactured by Energy Absorption Systems, Inc. of Chicago, IL as approved and crash tested by the Federal Highway Administration. The QuadGuard System shall be model QSS3604Y. The QuadGuard System shall be placed on a concrete pad as shown on the plans and in accordance with the manufactures recommendations. All work involving the concrete pad shall be done in general accordance with section 502 standard specifications. The Portland Cement Concrete for the concrete pad shall conform to Subsection 712.03 except the minimum 28 day compressive strength shall be 4350 psi.

The Contractor shall provide a complete spare set of all above ground parts for the energy absorption system installed. All spare sets will be delivered to the local MaineDOT Region Office.

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

The Quad end shoe transition panel (i.e. side panel, end shoe) between the QuadGuard Tension Strut Backup and the existing pier shall be attached to the existing pier per the manufacturer's recommendations and as directed by the Resident.

The deflector assembly attached to the existing pier shall be attached per the manufacturer's recommendations and as directed by the Resident.

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

Basis of Payment The accepted quantity of Energy Absorbing System will be paid for at the contract unit price which shall include removal and disposal of the existing crash cushion in its entirety, removal of all existing concrete, all pavement removal, furnishing and installing a new QuadGuard System Crash Cushion including furnishing and placing a concrete pad excluding reinforcing steel, all common and granular borrow, all common and structural excavation, all aggregate subbase course gravel, removal of existing curbing and guardrail, resetting of any curbing, placement of new pavement and any attachments to the pier and any equipment, labor, tools, and incidentals necessary to complete the work. Reinforcing steel shall be paid for under item 503.12 and 503.13 respectively.

Payment will be made under:

Pay Item 527.305		Pay Unit
527.305	QuadGuard Crash Cushion	Each

## **SPECIAL PROVISION**

### **SECTION 607**

#### **FENCES**

(Temporary Pedestrian Fence)

Description. The work shall consist of furnishing, installing, maintaining and removal of two rows of 4 foot tall temporary pedestrian fence under the West Approach Bridge (i.e. Viaduct) along the sides of paved median between abutment #1 (west abutment) and 10' west of pier 14, around pier 16 (5' clear from Creamer Way and 15' clear from the railroad tracks) and between pier 17 and abutment #2 (east abutment) in accordance with these Special Provisions and in reasonable close conformity with the dimensions, lines and grades shown on the plans and as directed by the Resident. The intent of this fence is to keep pedestrians off of the paved median under the Viaduct. Other temporary fencing systems may be used pending written approval by the Resident. The use of high density polyethylene fencing shall not be allowed.

#### **MATERIALS**

Materials. The 4' tall pedestrian barrier fencing shall consist of wood slats woven together with five 2-wire strands of galvanized wire. Slats shall be made of No. 1 aspen or spruce measuring three-eighths inches (3/8") thick, one and one-half (1 1/2") inches wide and forty-eight (48") inches high. The permissible variation in width shall not exceed one-sixteenth (1/16") inch and one-quarter (1/4") inch in length. Thickness shall be a minimum of three-eighths (3/8") inches thick but shall not exceed nine-sixteenths (9/16") inches thick. Both ends shall be cut square. The slats shall be painted with a good quality of red iron oxide stain.

The base metal of the wire shall be of a good commercial quality of steel. The galvanized wire shall not be less than thirteen (13) steel wire gauge. The weight of the coating shall not be less three-tenths (0.3) ounce per square foot of uncoated wire surface, determined in accordance with AASCO Designation T65 (Class I). Weight of Coating on Zinc-Coated (Galvanized) Iron on Steel Articles. The zinc coating shall adhere to the wire, without flaking and without being removable by rubbing with bare fingers, when the wire is bent completely around a pin of the same diameter as that of the wire.

The wood slats shall be spaced two and one-quarter (2 1/4") inches apart plus or

minus ¼", and there shall be not less than two (2) three hundred and sixty (360) degree twists of the wire in the weave between the slats. The fabric must be tightly woven so that the wire is forced into the wood slats sufficiently to hold them tightly. The strands of wire shall be spaced ten (10) inches apart and four (4) inches from the ends of the slat. The fence shall be stretched after weaving and before being placed in rolls.

### CONSTRUCTION REQUIREMENTS

When finished, the fence shall provide an effective pedestrian barrier. The fence between Franklin Street and Washington Street shall be designed to be easily moved or for a temporary opening to be created. A vehicle needs to be able to access the paved median and park on the median to reach the wooden planter boxes in Late April or early May. Flowers are planted in the wooden planter boxes in Late April or early May every year.

The temporary fence posts shall not be driven into the paved median. The base for the temporary fence post shall be heavy enough to prevent them from being easily moved by a person. The fence posts shall have a maximum spacing of approximately 10'.

Placement. The fence shall be located under the West Approach Bridge (i.e. Viaduct) on both sides of the paved median between abutment #1 (west abutment) and 10' west of pier 14, around pier 16 (5' clear from Creamer Way and 15' clear from the railroad tracks) and between pier 17 and abutment #2. The crosswalk on the West side of pier 14 shall not be blocked. The fence shall be placed as close as practicable to the edge of the paved median on both sides. A section of fencing shall be placed perpendicular to the median 10' west of pier 14 to connect to the two lines of fencing on each side of the paved median. The fencing surrounding pier 16 shall be continuous and shall not block the driver's line of sign on Creamer Way. The gap between the fencing and the abutment face and the face of pier 17 should not be greater than 6". Locking gates shall be installed in the fencing to allow authorized personnel to access the paved median under the Viaduct.

Method of Measurement. The pedestrian fence will be measured by the linear foot accepted in place. Measurement will be along the gradient of the fence from outside to outside of end posts.

Basis of Payment The accepted quantities of pedestrian fence shall be paid for at the contract unit price per linear foot, complete in place. Such payment

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shall be full compensation for furnishing, and assembling all materials, for placement of fence and posts, maintenance, removal and for all incidentals necessary to complete the work.

Payment will be made under:

Pay Item		Pay Unit
607.39	Pedestrian Fence	Linear Foot

SPECIAL PROVISION  
SECTION 627  
(Pavement Markings)

Subsection 627.08 Removing Lines and Markings is amended as follows:

Burning and grinding to remove temporary markings from final pavement or from existing pavement not to be resurfaced **is** permitted.

**SPECIAL PROVISION**  
**SECTION 639**  
**ENGINEERING FACILITIES**  
**(Telephone)**

639.09 Telephone

Paragraph 1 is amended as follows:

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

Add-

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

SPECIAL PROVISION  
SECTION 639  
(Engineering Facilities)

Subsection 639.04 is amended as follows:

The Contractor shall provide a fully functional facsimile (i.e. fax) machine for the Resident's use during the project. All maintenance and supplies, except for paper shall be the responsibility of the Contractor. The Contractor has the option of the providing the fax machine as part of the multi function printer, scanner and fax machine combination.

**SPECIAL PROVISION**  
**SECTION 643**  
**TRAFFIC SIGNALS**  
(Temporary traffic signal)

Description This work shall consist of furnishing, installation, maintenance and removal of a temporary traffic signal with emergency vehicle preemption including span wire, overhead microwave detectors, temporary wood pole, temporary guy wires, controller, signal heads, cabinet and service meter at the intersection of High Street and Centre Street in accordance with these specifications, as shown on the plans or as directed by the Resident. The emergency vehicle preemption unit and receiver shall be compatible with the City's existing 3M Opticom emitters and shall operate as described in the plans. A sidewalk type guy wire shall be used at the northeast corner of High Street and Centre Street to avoid an underground storm water pipe. The temporary traffic signal and all equipment and materials shall be removed as directed by the Resident.

Method of Measurement Temporary traffic signal will be measured for payment as one lump sum.

Basis of Payment Temporary traffic signal will be paid for the contract lump sum price, which shall be payment in full for furnishing all materials, installation, maintaining and removal of the temporary traffic signal and any labor, equipment, material or incidentals necessary to satisfactorily complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
643.72. Temporary Traffic Signal at Centre Street and High Street	LS

**SPECIAL PROVISION**  
**SECTION 645**  
**HIGHWAY SIGNING**  
**(Cantilever Guide Sign)**

Description: This work consists of removal of an existing sign, post and foundation, furnishing and installation of a cantilever guide sign located on the south side of Route 1 approximately 90' west of centerline of Cottage Street in accordance with these specifications, as shown on the plans or as directed by the Resident. The sign support structure will be provided by the Contractor and the actual permanent sign(s) will be installed by the Department.

Construction Requirements: The work shall be done in accordance with Maine Department of Transportation standard specifications section 645. There shall be 6' clear from the face of curb to the foundation and/or column for the cantilever guide sign.

Method of Measurement: Cantilever Guide Sign will be measured for payment as one lump sum.

Basis of Payment: Cantilever Guide Sign will be paid for the contract lump sum price, which shall be payment in full for furnishing all materials, installation and any labor, equipment, material or incidentals necessary to satisfactorily complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
645.15 Cantilever Guide Sign – Route 1 Northbound	LS

SPECIAL PROVISION  
SECTION 645  
HIGHWAY SIGNING  
(Cantilever Guide Sign)

Description: This work consists of removal of two existing sign columns on both sides of Route 1 just west of Burger King driveway, furnishing and installation of a cantilever guide sign located on the North side of Route 1 approximately 10' west of the driveway for the Burger King Restaurant at 75 Leeman Highway in accordance with these specifications, as shown on the plans or as directed by the Resident. The sign support structure will be provided by the Contractor and the actual sign(s) will be installed by the Department.

Construction Requirements: The work shall be done in accordance with Maine Department of Transportation standard specification section 645.

Method of Measurement: Cantilever Guide Sign Temporary will be measured for payment as one lump sum.

Basis of Payment: Cantilever Guide Sign will be paid for the contract lump sum price, which shall be payment in full for furnishing all materials, installation and any labor, equipment, material or incidentals necessary to satisfactorily complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
645.15 Cantilever Guide Sign – Route 1 Southbound	LS

SPECIAL PROVISION  
SECTION 652  
TRAFFIC CONTROL  
(Temporary Intersection Modifications)

Description This work shall consist of making modifications to an existing pork chop shaped traffic island at the corner of Leeman Highway Northbound and Washington Street by the Bath Post Office as described in the plans, including all tubular markers, sand bags and drums required to construct temporary islands, all excavation, all curbing, gravel and pavement required to remove the island and to reconstruct it to the original configuration once the modifications are no longer required, all labor equipment, materials and consumables required to install regulatory, warning, and construction signs as designated within the plans, and likewise to remove them once they are no longer needed.

Materials & Construction Requirements: All signs, posts, and tubular markers shall conform to and be installed according to the requirements of the latest edition of the MUTCD. All work shall be in general accordance with Maine Department of Transportation standard specifications.

Method of Measurement and Basis of Payment: Temporary intersection modifications shall be measured for payment by the lump sum which price shall include all materials, labor, equipment, and consumables to make the required modifications, and to remove the modifications once they are no longer required.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
652.70 Temporary Intersection Modifications	LS

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

**652.1 Description** The following paragraphs are added:

The Contractor shall provide a Traffic Control Plan (TCP) to the Resident, in accordance with Subsection 105.7 of the Standard Specifications. The Contractor shall not commence work in the field until the Department approves the TCP. The TCP shall be signed and sealed by a Professional Engineer licensed in the State of Maine. The Contractor shall provide a Traffic Control Supervisor who will be responsible for providing traffic control management in compliance with the contract and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), including supervision of personnel for the installation, inspection and maintenance of all traffic control devices. The Traffic Control Supervisor, or a qualified substitute, shall monitor traffic control details 24 hours per day and 7 days a week. Work Zone Traffic Control will also include construction -signing, channelization devices, temporary pavement markings and removal.

**No disruptions to traffic will be allowed before the TCP is reviewed and approved by the Department. The Contractor shall present the TCP at a pre-construction traffic control meeting at or before the Preconstruction Meeting. The Contractor should allow ten Business Days in his/her schedule for MaineDOT to review and approve the first submission of the TCP after the pre-construction traffic control meeting. If the initial TCP is rejected, the Contractor should allow five Business Days in his/her schedule for the Department to review and approve the second submission of the TCP after it is resubmitted.**

In addition to other TCP Requirements enumerated herein, the TCP shall show all Construction Signs, Emergency/alternate Route Signs, Speed Signs, Channelization Devices, Work Zone Crash Cushions, Temporary Traffic Signal, and Portable – Change Message Signs.

**652.3.3 Submittal of Traffic Control Plan** The following subsections are revised as noted:

f. An around the clock procedure for notifying the Resident, local emergency officials, and local government officials (including the name and phone numbers of such officials) whenever significant traffic impact are anticipated or occur.

e. If the Contractor is using a flagging Subcontractor, then the name and address of the flagging Subcontractor will be provided in addition to a list of all of the Contractors certified flaggers to be used on the Project.

**652.3.4 General Requirements.** The following paragraphs are added:

All construction work shall be confined to the lanes closed to traffic. The Contractor's workers and equipment shall not cross traffic lanes.

All permanent striping in areas of new pavement will be paid for under the appropriate contract bid items.

The exact limits of temporary lines to be striped and removed shall be determined in the field, by the Resident.

Upon completion of project the Contractor shall remove all temporary pavement striping and markings and restoring the original pavement markings to the original configuration in areas with no new pavement

Flaggers will be required whenever construction vehicles are entering or leaving the through traffic stream. The flaggers shall be authorized only to control the Contractor's vehicles when entering traffic or to prevent traffic from following the contractor's leaving the traffic stream.

Channelization. Channelization devices shall be NCHRP 350 compliant. Channelization devices include the following:

- Flashing Arrow Boards
- Type I Barricades
- Type II Barricades
- Type III Barricades
- Vertical Panel Markers
- Drums
- Cones
- Temporary Raised Pavement Markers
- Temporary Pavement Markings
- Temporary Concrete Barrier
- Tubular Markers

Channelization devices shall be installed and maintained at the spacing determined by the MUTCD to delineate travel lanes through the project, unless otherwise specified on the plans or herein. Temporary concrete barriers shall conform to the requirements of Section 526. Temporary Overlay Markers (TOMs) will not be permitted in lieu of temporary paint.

The Contractor shall contact Peter Owen, Bath Public Works Director, before restoring the original lane use markings on Centre Street Eastbound at the intersection of Centre Street and Washington Street.

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

Speed Limits in Work Zones. The reduced speed limit shall be 25 MPH unless otherwise directed by the Resident.

Portable - Change Message Signs A total of 4 Portable - Change Message Signs shall be used at the following locations during construction:

Route 1 Northbound:

1. Maintenance crossover located about 2400' south of the Congress Street Overpass.
2. 100' +/- North of the Congress Street off ramp.

Route 1 Southbound:

1. 80' +/- North of the George Wright Road intersection on the North side of the road.
2. Immediately West of Route 127 South on ramp intersection on the North side of the road.

All Portable - Change Message Signs shall be in place and operating a minimum of 4 weeks before the viaduct closure. The Portable - Change Message Signs shall be paid for under item 652.41.

Emergency Route Traffic Control. If for any reason the Leeman Highway needs to be closed to the public, an alternative emergency route shall be implemented. When possible, Centre Street shall be the primary alternative route. When an emergency route is enacted the Traffic Control Supervisor shall be responsible for contacting the following:

1. Resident
2. Bath Police
3. Bath Fire Department

Traffic Control Officers shall be in place at the following intersections:

1. High Street and Centre Street
2. Centre Street and Washington Street
3. Washington Street and Leeman Highway
4. Route 1 off ramp at High Street

Only traffic control officers shall be used at signalized intersections. Flaggers are not to be used at signalized intersections. The traffic control devices needed to close routes or redirect traffic shall be stored as near as possible to where they will be used.

The Portable - Change Message Signs shall be remote controlled from the job site via hard wire telephone, cell phone and/or radio.

All route signage used during the viaduct closure and not used for permanent installations shall become property of the City of Bath. These route signs shall be delivered by the Contractor to the City of Bath Public Works Facility at 450 Oak Grove Avenue.

#### Installation of Protective Shielding

During installation of the protective shielding under the Viaduct at Washington Street at night between 10 pm and 5 am, traffic control officers shall be used at this signalized intersection. Flaggers shall not be used at signalized intersections.

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

Work Zone Traffic Control, including the Contractor's Traffic Control Plan, Traffic Control Supervisor, flaggers, furnishing, installation and maintenance of traffic control devices, 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:

Work Zone Traffic Control will be paid for at the contract lump sum price. Payment will be full compensation for the Traffic Control Plan, Traffic Control Supervisor, all signs including emergency route signs, channelization devices including temporary concrete barriers, night lighting, removing and resetting channelization devices, removal of pavement marking, temporary pavement marking lines, removal of temporary pavement markings and restoring the original pavement markings in areas with no new pavement and maintenance thereof. Maintenance of signs includes: replacing devices damaged, lost, or stolen; and cleaning and moving as many times as necessary throughout the life of the contract, regardless whether the work areas or projects are geographically separated or not separated.

The following related work will be paid for under their respective contract bid items: (1) Work Zone Crash Cushions, (2) Temporary Traffic Signal, (3) Permanent Pavement Markings, (4) Flaggers, (5) Portable – Change Message Signs, (6) Traffic Officers.

Work Zone Crash Cushion payment will be limited to the maximum number of units used for the contract at one time, regardless of the duration of the project, except that additional payment will be made for units damaged and replaced.

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

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

(b) After the start of the viaduct closure or B portion of the work,

50% of the amount bid for Work Zone Traffic Control will be paid.

(c) After the viaduct is reopened to traffic, 85% of the amount bid for Work Zone Traffic Control will be paid.

(d) Upon completion of all work on the project, 100% of the amount bid for Work Zone Traffic Control will be paid.

Failure by the contractor to follow the Contract 652 Special Provision and/or The Manual of Uniform Traffic Control Devices (MUTCD) will result in a reduction in the payment, computed by reducing the lump sum total by 1% per occurrence. The Resident will provide the Traffic Control Supervisor with a written warning of a possible occurrence. The written warning from the Resident will be date and time stamped. The Contractor will have a maximum of four hours to fix the problem. The start of the four (4) hour correction window is based on the time on the written warning from the Resident. If the problems is not corrected than an occurrence has taken plan and a reduction in payment of the lump sum total of 1% will occur. The Department reserves the right to suspend the work and request a meeting to discuss violations and remedies. There will be no payment for work done under this item after the expiration of contract time.

Payment will be made under:

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

SPECIAL PROVISION  
SECTION 652  
MAINTENANCE OF TRAFFIC  
Construction Sign Sheeting Material

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

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

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

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

**SPECIAL PROVISION  
SECTION 656**

Temporary Soil Erosion and Water Pollution Control

The following is added to Section 656 regarding Project Specific Information and Requirements. All references to the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual) are a reference to the latest revision of said manual. The "Table of Contents" of the latest version is dated "1/19/00" (available at <http://www.state.me.us/mdot/mainhtml/bmp/bmpjan2000.pdf>.)

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

**Project Specific Information and Requirements**

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

1. This project is located in the Kennebec River watershed along a section of the river that is designated Class B. Due to the limited scope of earth disturbance associated with this project, and the distant proximity of the project from the resource, this project is not considered sensitive. The MDOT Environmental Office considers Standard BMP practices to be sufficient for this project.
2. Dust control items other than those under *Standard Specification, Section 637 – Dust Control*, if applicable, shall be included in the plan.
3. Demolition debris (including debris from wearing surface removal, saw cut slurry, dust, etc.) shall be contained and shall not be allowed to discharge to any resource. All demolition debris shall be disposed of in accordance with *Standard Specifications, Section 202.03 Removing Existing Superstructure, Structural Concrete, Railings, Curbs, Sidewalks and Bridges*. Containment and disposal of demolition debris shall be addressed in the Contractor's SEWPCP.
4. Permanent slope stabilization measures shall be applied within one week of the last soil disturbance.
5. Permanent seeding shall be done in accordance with *Standard Specification, Section 618 - Seeding* unless the Contract states otherwise.
6. After November 1 the Contractor shall use winter stabilization methods, such as Erosion Control Mix as specified in *Standard Specification, Section 619 - Mulch*. If required, spring procedures for permanent stabilization shall also be described in the plan. Use of this product for over-winter temporary erosion control will be incidental to the contract and be paid for as part of Pay Item 656.75.

**NOTES:**

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

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."

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

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

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

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**SECTION 2 - FEDERAL EEO AND CIVIL RIGHTS REQUIREMENTS**

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

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

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

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

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

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

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

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

8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractor's and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both orally and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later 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.

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

§60-4.2 Solicitations

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

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

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

Goals for female participation in each trade 6.9%

Goals for minority participation for each trade

Maine

001 Bangor, ME 0.8%

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

002 Portland-Lewiston, ME

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

6403 Portland, ME 0.6%  
(Cumberland, Sagadahoc)

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

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

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

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

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

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

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

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

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

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

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

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

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

- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7 a through p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7 a through p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program and reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions take on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
  9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both 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 though 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

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

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

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

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

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

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

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

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

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. 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.

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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.

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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.

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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.

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**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

December 14, 2005  
Supersedes September 1, 2005

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