

Updated 04/30/13

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, (if required), 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) an electronic Bid Guaranty (if required) 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 items in the Schedule of Items (excluding non-selected alternates).
4. 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 or
 - c) an electronic bid bond submitted with an electronic bid.
5. If a paper Bid is to be sent, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building located at 16 Child Street in Augusta. Other means, such as U.S. Postal Service's Express Mail has proven not to be reliable.

IN ADDITION, FOR FEDERAL AID PROJECTS:

6. Complete the DBE Proposed Utilization form, and submit with your bid. If you are submitting your bid electronically, you must FAX the form to (207) 624-3431. This is a curable defect.

*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 an optional planholders list.

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

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

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Patrick Corum at patrick.corum@maine.gov , Rebecca Snowden at rebecca.snowden@maine.gov or Diane Barnes at diane.barnes@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:

October 16, 2001

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 shall submit the Disadvantaged Business Enterprise Proposed Utilization form with their bid. This is a curable bid defect.

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 should be used.

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

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

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

INSTRUCTIONS FOR PREPARING THE MaineDOT CONTRACTOR'S DBE/SUBCONTRACTOR UTILIZATION FORM

The Contractor Shall Extend equal opportunity to MaineDOT certified DBE firms (as listed in MaineDOT'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, fax number and e-mail address.

Calculate and provide percentage of your bid that will be allocated to DBE firms, Federal Project Identification Number, and location of the Project work.

In the columns, name each subcontractor, DBE and non-DBE firm to be used, provide the Unit/Item cost of the work/product to be provided by the subcontractor, give a brief description and the dollar value of the work.

Revised 1/12

DBE GOAL 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 highway and bridge construction program; MaineDOT contracts covered by the program include consulting, construction, supplies, manufacturing, and service contracts.

For FFY 2013-15 (October 1, 2012 through September 30, 2015) MaineDOT has established an annual DBE participation goal of **4.0%** to be achieved through race/gender neutral means. This goal has been approved by the Federal Highway Administration and remains in effect through September 30, 2015. Maine DOT must meet this goal each federal fiscal year. If the goal is not met, MaineDOT must provide a justification for not meeting the goal and provide a plan to ensure the goal is met, which may include contract goals on certain projects that contractors will be required to meet.

MaineDOT asks all contractors, consultants and subcontractors to seek certified DBE firms for projects and to work to meet the determined 4.0% goal without the need to impose contract goals. DBE firms are listed on the MaineDOT website at:

<http://www.maine.gov/mdot/disadvantaged-business-enterprises/pdf/directory.pdf>

Interested parties may view MaineDOT's DBE goal setting methodology also posted on this website. If you have questions regarding this goal or the DBE program you may contact Sherry Tompkins at the Maine Department of Transportation, Civil Rights Office by telephone at (207) 624-3066 or by e-mail at: sherry.tompkins@maine.gov

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

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

Contractor: _____ **Telephone:** _____ **Ext** _____

Contact Person: _____ **Fax:** _____

E-mail: _____

BID DATE: _____

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

TOTAL ANTICIPATED DBE ____ % PARTICIPATION FOR THIS CONTRACT

| W B E | D B E | Non DBE | Firm Name | Item Number & Description of Work | Quantity | Cost Per Unit/Item | Anticipated \$ Value |
|-------------------------------------|-------------|------------|-----------|--------------------------------------|----------|-----------------------|-------------------------|
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| | | | | | | | |
| Subcontractor Total > | | | | | | | |
| DBE Total > | | | | | | | |

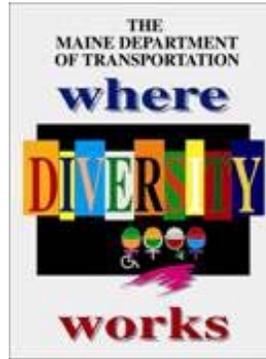
**NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL
FEDERALLY FUNDED MAINE DOT CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL
NOT BECOME A PART OF THE CONTRACTUAL TERMS.**

Equal Opportunity Use:

Form received: ___/___/___ Verified by: _____

FHWA FTA FAA

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



Maine Department of Transportation Civil Rights Office

Directory of Certified Disadvantaged Business Enterprises

Listing can be found at:

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

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

*It is the responsibility of the Contractor to access
the DBE Directory at this site in order to have
the most current listings.*

Vendor Registration

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

<http://www.maine.gov/purchases/venbid/index.shtml>

**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 Deer Isle - Sedgwick Bridge Superstructure Rehabilitation in the town of **DEER ISLE** and **SEDGWICK**" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on June 5, 2013 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must have completed, or successfully complete, a bridge, or project specific prequalification to be considered for the award of this contract. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening.** Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. HP-1006(210), WIN 010062.10

Location: In Hancock County, project is located is located over Eggemoggin Reach approximately 1 mile south route 15 & 175.

Scope of Work: Deer Isle - Sedgwick Bridge Superstructure rehabilitation plus other incidental work.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207)624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> 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 Steve Bodge** 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. TTY users call Maine Relay 711.

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 Bangor. 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 \$19.00 (\$22.50 by mail). Half size plans \$9.50 (\$11.75 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

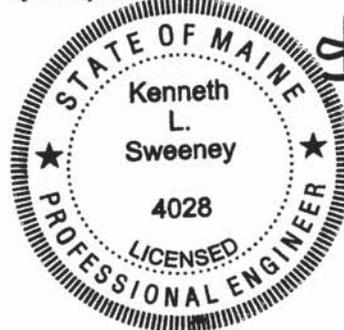
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$20,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

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

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

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

Augusta, Maine
May 15, 2013



Kenneth L. Sweeney
KENNETH L. SWEENEY P.E.
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/contractors/> . 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 |
|------------------|------|
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The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

SCHEDULE OF ITEMS

CONTRACT ID: 010062.10

PROJECT(S): HP-1006(210)

CONTRACTOR : _____

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

SECTION 0001 PROJECT ITEMS

| | | | | | | | |
|------|--|----|--------|--|--|--|--|
| 0010 | 504.511 STIFFENING GIRDER BEARING BUSHING REPLACEMENT | EA | 1.000 | | | | |
| 0020 | 504.512 STIFFENING GIRDER BEARING PIN NUT TIGHTENING | EA | 1.000 | | | | |
| 0030 | 504.621 TOWER SADDLE BOLT REPLACEMENT | EA | 10.000 | | | | |
| 0040 | 504.622 CABLE BENT SADDLE BOLT REPLACEMENT | EA | 5.000 | | | | |
| 0050 | 504.66 MAIN CABLE HANDROPE STANCHION REPLACEMENT | EA | 27.000 | | | | |
| 0060 | 504.671 LONGITUDINAL STAY ANCHORAGE KEEPER PLATE REPLACEMENT | EA | 20.000 | | | | |
| 0070 | 504.672 LONGITUDINAL STAY ANCHORAGE BOLT REPLACEMENT TYPE A | EA | 60.000 | | | | |
| 0080 | 504.673 LONGITUDINAL STAY ANCHORAGE BOLT REPLACEMENT TYPE B | EA | 15.000 | | | | |
| 0090 | 504.69 TENSIONING TRANSVERSE STAY CABLE | EA | 20.000 | | | | |
| 0100 | 504.722 KNEE BRACE REPLACEMENT | EA | 30.000 | | | | |

MAINE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 2
DATE: 130508
REVISSED:

CONTRACT ID: 010062.10

PROJECT(S): HP-1006(210)

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|---------|---|----------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0110 | 504.8105 FASTENER REPLACEMENT | EA 100.000 | | | | |
| 0120 | 504.811 STRUCTURAL STEEL REPAIR | LB 500.000 | | | | |
| 0130 | 504.8302 EXPANSION JOINT SUPPORT PEDESTAL REPLACEMENT | LUMP | LUMP | | | |
| 0140 | 523.32 REMOVE AND REPLACE SUSPENSION BRIDGE BEARING | EA 4.000 | | | | |
| 0150 | 639.18 FIELD OFFICE TYPE A | EA 1.000 | | | | |
| 0160 | 652.342 42 INCH CONE | EA 100.000 | | | | |
| 0170 | 652.35 CONSTRUCTION SIGNS | SF 350.000 | | | | |
| 0180 | 652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES | LUMP | LUMP | | | |
| 0190 | 652.38 FLAGGER | HR 3500.000 | | | | |
| 0200 | 652.41 PORTABLE CHANGEABLE MESSAGE SIGN | EA 2.000 | | | | |
| 0210 | 659.10 MOBILIZATION | LUMP | LUMP | | | |
| | SECTION 0001 TOTAL | | | | | |

MAINE DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF ITEMS

PAGE: 3
 DATE: 130508
 REVISED:

CONTRACT ID: 010062.10

PROJECT(S): HP-1006(210)

CONTRACTOR : _____

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

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN **010062.10**, for the **Deer Isle - Sedgwick Bridge Superstructure Rehabilitation** in the town of **Deer Isle and Sedgwick**, County of **Hancock**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **December 13, 2013**. 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: **WIN 010062.10 Deer Isle - Sedgwick Bridge Superstructure Rehabilitation plus other incidental work**, State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

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

As Offeror also agrees:

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

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

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

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

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, 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, WIN **010062.10**, for the **Deer Isle - Sedgwick Bridge Superstructure Rehabilitation** in the town of **Deer Isle and Sedgwick**, County of **Hancock**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **December 13, 2013**. 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: **WIN 010062.10 Deer Isle - Sedgwick Bridge Superstructure Rehabilitation plus other incidental work**, State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

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

As Offeror also agrees:

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

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

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

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

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. The Work.

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

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

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

B. Time.

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

C. Price.

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

D. Contract.

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

E. Certifications.

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

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

F. Offer.

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

PIN 1234.00 South Nowhere, Hot Mix Asphalt Overlay,

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

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

As Offeror also agrees:

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

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

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

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

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

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

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

Date

(Witness Sign Here)
Witness

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

(Print Name Here)
(Name and Title Printed)

CONTRACTOR

G. Award.

Your offer is hereby accepted. documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

(Witness)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

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

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

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

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

WITNESSES:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

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

ADDRESS
.....
.....

TELEPHONE.....

.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

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

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

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

Signed and sealed this day of, 20

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS

.....

.....

TELEPHONE

.....

Maine DOT Map



General Decision Number: ME130008 05/03/2013 ME8

Superseded General Decision Number: ME20120008

State: Maine

Construction Type: Heavy

County: Hancock County in Maine.

HEAVY CONSTRUCTION PROJECTS

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/04/2013 |
| 1 | 05/03/2013 |

IRON0007-019 04/02/2012

| | Rates | Fringes |
|---|----------|---------|
| IRONWORKER, STRUCTURAL AND REINFORCING..... | \$ 21.62 | 19.72 |

* LABO0327-004 12/01/2012

| | Rates | Fringes |
|--|----------|---------|
| LABORER: Common or General (Industrial Work Only)..... | \$ 17.05 | 14.97 |

PLUM0716-002 08/01/2012

| | Rates | Fringes |
|--|----------|---------|
| PIPEFITTER (Industrial Work Only)..... | \$ 25.00 | 14.46 |

SUME2011-003 03/16/2011

| | Rates | Fringes |
|---|----------|---------|
| CARPENTER (Form Work Only)..... | \$ 15.15 | 3.99 |
| ELECTRICIAN..... | \$ 24.02 | 8.89 |
| LABORER: Common or General, Excluding Industrial Work and Including Pipelaying..... | \$ 12.37 | 4.37 |
| LABORER: Flagger..... | \$ 9.00 | 0.00 |

| | | |
|---------------------------------|----------|-------|
| LINE CONSTRUCTION: Lineman..... | \$ 39.66 | 12.09 |
| MILLWRIGHT..... | \$ 16.76 | 7.26 |
| OPERATOR: Asphalt Paver..... | \$ 15.19 | 4.65 |
| OPERATOR: Asphalt Roller..... | \$ 18.22 | 8.71 |
| OPERATOR: Bulldozer..... | \$ 19.32 | 7.11 |
| OPERATOR: Crane..... | \$ 22.70 | 6.40 |
| OPERATOR: Drill..... | \$ 16.04 | 5.01 |
| OPERATOR: Excavator..... | \$ 15.99 | 3.61 |
| OPERATOR: Loader..... | \$ 14.62 | 4.24 |
| OPERATOR: Mechanic..... | \$ 16.38 | 4.97 |
| OPERATOR: Roller..... | \$ 13.91 | 3.15 |
| OPERATOR: Backhoe/Trackhoe..... | \$ 14.50 | 3.53 |
| TRUCK DRIVER: Servicer..... | \$ 10.84 | 4.47 |
| TRUCK DRIVER..... | \$ 14.23 | 1.64 |

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

=====

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular

rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

NOTICE

All bids for Federal Projects **shall** be accompanied by the DBE Proposed Utilization form. If you are submitting an electronic bid, the DBE Utilization Form may be faxed to 207-624-3431. Failure to submit the form with the bid will be considered a curable defect.

SPECIAL PROVISIONS
SECTION 104
Utilities

MEETING

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **is not** required, unless requested by the Contractor.

GENERAL INFORMATION

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

Overview:

| Utility/Railroad | Aerial | Underground Cable | Attached to Bridge |
|--------------------------------------|----------------------|-------------------|--------------------|
| MDOT Bridge Maintenance | | X | X |
| MDOT Electrical Dept. | | X | X |
| Bangor Hydro-Electric Company | X | X | X |
| Fairpoint Communications | X on North approach | | |
| Time Warner Cable | X on both approaches | X | X |
| Genex Systems | | X | X |
| FHWA Aerodynamics Lab | | X | X |

MDOT Bridge Maintenance: (bridge operation, public interest, electrical and waterway issues) contact is Joe Prescott c - 592-1853 joe.prescott@maine.gov

MDOT Electrical Dept. contact is Ron Cote o- 624-3602 c- 446-2305 ron.cote@maine.gov

Bangor Hydro-Electric Co. contact is Don King c- 949-3957 dwking@bhe.com

Fairpoint Communications contact is Brian Smith c- 712-8604 brian.smith@fairpoint.com

Time Warner Cable contact is Steve Bossie c- 458-8026 steven.bossie@twcable.com

Genex Systems contact is Gary Braley c-207 356-2637 H-368-5807 gabraley@midmaine.com

Responsible for maintaining: Anemometers, Accelerometers, Wind Monitor, Cameras, Monitors, and Cables on the Bridge for FHWA.

FHWA Aerodynamics Lab contact is Harold Bosch (202) 493-3031 harold.bosch@fhwa.dot.gov

Utility Specific Issues:

**** Special Note to Contractor****

Navigation lights shall be maintained 24 hours a day without exception.

Utility Specific Issues - cont:

Before construction begins the Contractor shall have a meeting with utilities verifying exact locations of all attachments to the bridge. The Contractor will be responsible for traffic control/flaggers during the period needed to identify utility locations.

Utilities attached to the Bridge

MDOT Maintenance Dept.: It is the responsibility of the contractor to maintain and protect power to Navigational Lights on the bridge. (not encased in a conduit; located in the fairing; on the west side) MDOT Bridge Maintenance (Joe Prescott) and MDOT Electrician (Ron Cote) shall be notified of any damage to cables supplying power to Navigational Lights. Immediate notification required. Existing staging is located at both towers; please refer to Special Provision regarding existing aluminum staging for use during construction. If you have any questions call, Joe Prescott.

FHWA Aerodynamics Research Lab has equipment and cables attached to the bridge.

Genex Systems maintains the equipment and cables to all cameras, monitors and sensors on the bridge. This is sensitive equipment and shall not be moved or altered in any way without notification to Gary Braley. This equipment is responsible for monitoring; bridge movement, visual of bridge, wind speed and direction, snow loads and temperatures.

The only sensors are located at the top of the north tower. These are located inside the top of each tower leg (inside metal boxes) and on top of the tower (on a post and a pole). There are outriggers on each side of the bridge along the north side span and the main span of the bridge. There are sensor cables on the north side span, main span, and north tower that are mainly on the west side either inside the fairings or the tower leg. There is a system junction box located on the west leg of the north tower at deck level. There is another one at the west side of the north abutment. There are cable conduits extending between the instrument building (off the north end of the bridge) and the west side of the north abutment. They also have instrumentation inside the building.

Building on the North West Corner contains a generator and electronic equipment to support FHWA's monitoring system. There are multiple underground conduits from the building to the North West abutment.

****Special care should be taken around the existing equipment and cable in the project area. Prior to construction, the exact location of all equipment and cable shall be marked. Notify Genex Systems Research Technician (Gary Braley) for location purposes. The Contractor is responsible for any damaged caused to this equipment.**

Bangor Hydro has supplemental power attached to the bridge. It is located in the fairing on the east side. Before working on the bridge or entering the fairing call Bangor Hydro (Don King) to verify power is shut down.

Time Warner Cable has a conduit attached to the Bridge and abutments. In areas of the abutment to be repaired, call Steve Bossie to coordinate detachment of conduit. HSI and Roadrunner are not available for a field office.

Aerial and Subsurface

Fairpoint Communications has aerial to the building on the Sedgwick (North West corner). DSL is not available for a field office.

Time Warner Cable has aerial on the approaches, underground to abutments.

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

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

BLASTING

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

DIG SAFE

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

THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY.

SPECIAL PROVISION
SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES
(Electronic Payroll Submission)
(Payment Tracking)

104.3.8.1 Electronic Payroll Submission The prime contractor and all subcontractors and lower-tier subcontractors will submit their certified payrolls electronically on this contract utilizing the Elation System web based reporting. There is no charge to the contracting community for the use of this service. The submission of paper payrolls will not be allowed or accepted. Additional information can be found at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php> under the first “Notice”.

104.3.8.2 Payment Tracking The prime contractor and all subcontractors and lower-tier subcontractors will track and confirm the delivery and receipt of all payments through the Elation System

SPECIAL PROVISION
SECTION 104.5.5
GENERAL RIGHTS AND RESPONSIBILITIES
Prompt Payment of Subcontractors

104.5.5

104.5.5 Prompt Payment of Subcontractors

A. Pay When Paid The Contractor shall pay Subcontractors for all Work satisfactorily performed and Invoiced by the Subcontractor no later than 30 Days from the date the Contractor receives payment from the Department for such Subcontractor's Work.

B. Payment Tracking Federal Projects On federally funded projects, the prime contractor, subcontractors and lower-tier subcontractors will track and confirm the delivery and receipt of all payments through the Elation System. They will be responsible for entering all payments to all sub and lower tier contractors. MaineDOT will run a query monthly to ensure that contractors are complying and generate an e-mail to contractors who have not responded to confirm receipt of MaineDOT payment or contractor payment to lower tier subcontractors.

C. Retainage The Contractor shall return to the Subcontractor all retainage withheld from the Subcontractor within 30 Days after the date the Subcontractor's Work is satisfactorily completed. If there is a Delay in such return of retainage, the Subcontractor may pursue all rights it may have under the claims procedure referenced in Section 104.5.6 - Subcontractor Claims for Payment.

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(Buy America Certification)

105.11 Federal Requirements Add the following as the third and subsequent paragraphs:

“Prior to payment by the Department, the Contractor shall provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the iron or steel product or component was produced entirely within the United States, or (2) a statement that the iron or steel product or component was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value).

All manufacturing processes must take place domestically. Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process which modifies the chemical content, the physical size and shape, or the final finish is considered a manufacturing process. These processes include rolling, extruding, machining, bending, grinding, drilling, and coating. “Coating” includes epoxy coating, galvanizing, painting, or any other coating that protects or enhances the value of the material.

A Buy America Certification is required from each manufacturer, fabricator, supplier, subcontractor, etc. that meets the “manufacturing” definition above.

Buy America does not apply to raw materials (iron ore and alloys), scrap, pig iron, or processed, pelletized, and reduced iron ore.”

Town: Deer Isle-Sedgwick
Project: HP-1006(210)
WIN: 10062.10
Date: May 7, 2013

SPECIAL PROVISION
SECTION 105
CONTROL OF WORK
(Cooperation Between Contractors – Periodic Progress Coordination Meeting)

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

The Contractor shall attend periodic meetings for the projects in the greater Deer Isle-Sedgwick area. The highway projects near the Deer Isle-Sedgwick Bridge may include the following projects:

- Construction of parking lot and waterfront access facilities at "Bridge End", near the southwest corner of the bridge.
- Other Developer projects –Non DOT Related

The periodic meetings will be held in the Deer Isle-Sedgwick area. The intent of these meetings is to insure the traffic control measures for the different projects are well coordinated and incidents are coordinated between the above referenced projects in accordance with incident management plan/emergency plan that is being developed for the projects.

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

The following shall Apply to All Lane or Partial Lane Closure or Any Time the Contractor will be affecting traffic:

- ALL LANE CLOSURES NEED 48 HOURS Notice to the Resident.
- Lane Closures shall be APPROVED By the RESIDENT.
- The Resident has the authority to deny the Lane Closure Request.
- A deny of the Request may be Time Compensable to the project.
- A deny shall not be Monetarily compensable.

SPECIAL PROVISION 105
GENERAL SCOPE OF WORK
Equal Opportunity and Civil Rights
(Disadvantaged Business Enterprises Program)

105.10.1.1 Disadvantaged Business Enterprises Program The Maine Department of Transportation (MaineDOT) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the United States Department of Transportation (USDOT), 49 CFR Part 26. The MaineDOT receives federal financial assistance from USDOT, and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26. The MaineDOT is responsible for determining the eligibility of and certifying DBE firms in Maine.

A DBE is defined as a for-profit business that is owned and controlled by one or more socially and economically disadvantaged person(s). For the purpose of this definition:

1. "Socially and economically disadvantaged person" means an individual who is a citizen or lawful permanent resident of the United States and who is Black, Hispanic, Native American, Asian, Female; or a member of another group or an individual found to be disadvantaged by the Small Business Administration pursuant to Section 3 of the Small Business Act.
2. "Owned and controlled" means a business which is:
 - a. A sole proprietorship legitimately owned and controlled by an individual who is a disadvantaged person.
 - b. A partnership or limited liability company in which at least 51% of the beneficial ownership interests legitimately are held by a disadvantaged person(s).
 - c. A corporation or other entity in which at least 51% of the voting interest and 51% of the beneficial ownership interests legitimately are held by a disadvantaged person(s).

The disadvantaged group owner(s) or stockholder(s) must possess control over management, interest in capital, and interest in earnings commensurate with the percentage of ownership. If the disadvantaged group ownership interests are real, substantial and continuing and not created solely to meet the requirements of this program, a firm is considered a bona fide DBE.

105.10.1.2 Commercially Useful Function MaineDOT will count expenditures of a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Credit will only be given when the DBE meets all conditions for a CUF. Credit for labor will be in accordance with the responsibilities outlined in the contract. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, MaineDOT will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing and DBE credit claimed for its performance of the work, and other relevant factors.

Rented equipment used by the DBE must not be rented from the Prime Contractor on a job that the DBE is subcontracted with that Prime Contractor for regular course of business.

A current listing of certified DBEs that may wish to participate in the highway construction program and the scope of work for which they are certified can be found at <http://www.maine.gov/mdot/disadvantaged-business-enterprises/pdf/directory.pdf>. Credit will be given for the value described by a DBE performing as:

- A. A prime contractor; 100% of actual value of work performed by own workforces.
- B. An approved subcontractor; 100% of work performed by own workforces.
- C. An owner-operator of construction equipment; 100% of expenditures committed.
- D. A manufacturer; 100% of expenditures committed. The manufacturer must be a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor. Brokers and packagers shall not be regarded as manufacturers.
- E. A regular dealer; 60% of expenditures committed. A regular dealer is defined as a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public. For purposes of this provision a "Broker" is a DBE that has entered into a legally binding relationship to provide goods or services delivered or performed by a third party. Brokers and packagers shall not be regarded as regular dealers.
- F. A bona fide service provider; 100% of reasonable fees or commissions. Eligible services include professional, technical, consultant, or managerial, services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of the contract. Eligible services also include agencies providing bonding and insurance specifically required for the performance of the contract.
- G. A trucking, hauling or delivery operation. 100% of expenditures committed when trucks are owned, operated, licensed and insured by the DBE and used on the contract and, if applicable, includes the cost of the self supplied materials and supplies. 100% of expenditures committed when the DBE leases trucks from another DBE firm including an owner-operator. 100% of reasonable fees or commissions the DBE receives as a result of a lease arrangement for trucks from a non-DBE, including an owner-operator.
- H. Any combination of the above.

105.10.1.3 Race-neutral Goals The Maine DOT is required to set an annual goal (approved on a three year basis) for DBE participation in Federal-aid projects. In order to fulfill that goal, bidders are encouraged to utilize DBE businesses certified by the MaineDOT. MaineDOT seeks to meet the established DBE goal solely through race-neutral means. *Race-neutral* DBE participation occurs when a DBE is awarded a prime contract through customary competitive procurement procedures, is awarded a subcontract on a contract that does not carry a DBE contract goal, or wins a subcontract from a prime contractor that did not consider its DBE status in making the award. A DBE/subcontractor Utilization Proposed Form is required to be included in bid documents.

MaineDOT will analyze each project and create a Project Availability Target (PAT), based on a number of factors including project scope, available DBE firms, firms certified in particular project work, etc. Each bid will request that the contractor attempt to meet the PAT. This PAT is developed to assist contractors to better understand what the MaineDOT expectations are for a

specific project. The PAT is NOT a mandate but an assessment of what this particular project can bear for DBE participation. The Department anticipates that each contractor will make the best effort to reach or exceed this PAT for the project.

105.10.1.4 Race-conscious Project Goals If it is determined by the Department that the annual DBE goal will not be met through *race-neutral* means, the Department may implement *race-conscious contract goals* on some projects. Race-conscious contract goals are goals that are enforceable by the Department and require that the prime contractor use good faith effort to achieve the goal set by the Department for that particular project. If race conscious means are implemented on a project, the Prime must comply with the requirements of 49 CFR.

At the time of the bid opening, all Bidders shall submit with their bid a Disadvantaged Business Enterprise (DBE) Commitment Form provided by the Department. This form will list the DBE and non-DBE firms that are proposed to be used during the execution of the Work. The list shall show the name of the firm, the item/material/type of work involved and the dollar amount of work to be performed. The dollar total of each commitment shall be totaled and a percentage determined.

If the project goal is not met, acceptable documentation showing all good faith efforts made to obtain participation may be required in order to award the project. Failure to provide the required listing with the dollar participation total or acceptable documentation of good faith efforts to obtain DBE participation within 3 days after the bid opening date will be considered a lack of responsiveness on the part of the low bidder. Rejection of the low bid under these circumstances will require the low bidder to surrender the Proposal Guaranty to the Department. The submission and approval of the above forms does not constitute a formal subcontract.

If for any reason during the progress of the Work the Contractor finds that DBEs included on the list are unable to perform the proposed work, the Contractor, with written release by the committed DBE or approval of the Department, may substitute other DBE firms for those named on the list. If the Contractor is able to clearly document their inability to find qualified substitute firms to meet the project goal, the Contractor may request in writing approval to substitute the DBE with a non-DBE firm. If at any time during the life of the Contract it is determined that the Contractor is not fulfilling the goal or commitment(s) and is not making a good faith effort to fulfill the DBE requirement, the Department may withhold progress payments. If good faith effort is determined by the Department, failure to meet the DBE contract goal will not be a detriment to the bid award. Fulfillment of the goal percentage shall be determined by dividing the dollars committed to the DBEs by the actual contract dollars. These requirements are in addition to all other Equal Employment Opportunity requirements on Federal-aid contracts.

105.10.1.5 Certification of DBE attainment on Contracts The MaineDOT must certify that it has conducted post-award monitoring of all contracts to ensure that DBEs had done the work for which credit was claimed. The certification is for the purpose of ensuring accountability for monitoring which the regulation already requires. The MaineDOT will certify these contracts through review of CUF forms, Elations sub-contract payment tracking as well as occasional on-site reviews of projects and through the project's final closeout documentation provided by our Contracts Section.

105.10.1.6 Bidders' List Survey Pursuant to 49 CFR 26.11 the MaineDOT is required to “create and maintain” a bidders list and gather bidder information on our construction/consultant projects, Contractors will maintain information on all subcontract bids submitted by DBE and Non-DBE firms and provide that information to the Department. The Following information is required:

Firm Name

Firm Address

Firm status (DBE or non-DBE)

Age of firm (years)

And the annual gross receipts amount as indicated by defined brackets, i.e. \$500,000 to \$800,000, rather than requesting exact figures.

Not only is this information critical in determining the availability of DBE businesses relative to other businesses that do similar work, but the Federal Highway Administration requires that we obtain this information.

MaineDOT DBE Project Attainment Target (PAT)
for this Project is .04 %

The MaineDOT seeks to meet the specified annual Disadvantaged Business Enterprise (DBE) usage goal set out by 49 CFR 26.45 through the efforts of contractors seeking to employ qualified DBE subcontractors. We seek to meet this goal by race neutral means and do not, at this time, use contract specific requirements for each project. We do however, understand the capacity of Maine's DBE community and the unique characteristics a project may have that would differ from the broad annual goal.

Taking this into consideration, the MaineDOT will review each project and develop an anticipated attainment or Project Attainment Target (PAT) based on several factors that are project specific. Those factors include:

- Scope of Work
- DBE availability according to Specification Item
- Geographic location
- DBE capacity

This PAT is developed to assist contractors to better understand the DBE participation that the MaineDOT can reasonably expect for a specific project. The PAT is NOT a mandate but an assessment of the DBE opportunities that this project could meet or exceed. MaineDOT anticipates that each contractor will make the best effort to reach or exceed the PAT for this project.

Town: Deer Isle-Sedgwick
Project: HP-1006(210)
WIN: 10062.10
Date: May 7, 2013

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(Hauling of Materials and Equipment)

105.5.6 Restrictions on Movement and Storage of Heavy Loads and Equipment on Bridges.
This Section is amended by the following:

The Contractor shall comply with legal load restrictions and with special restrictions required by the Contract when hauling or storing materials, including demolition debris, and moving or storing equipment on Bridges within the Project Limits, that are under construction or completed but not yet open to traffic.

The Contractor shall not operate equipment mounted on crawler tracks or steel-tired wheels on or across concrete or bituminous surfaces, unless otherwise approved by the Resident. The Contract requirements may impose special restrictions on speed, load distribution, surface protection, or other precautions.

When construction operations require crossing an existing Bridge with otherwise prohibited equipment or loads, the Contractor shall use Department-approved methods of load distribution or bridging, at no additional cost to the Department.

The Contractor will not be relieved of liability of damages resulting from the operation and movement of construction equipment because of issuance of a special permit, or by adherence to any other restrictions imposed.

Unless otherwise allowed by the Contract or approved by the Department, the Contractor shall temporarily store construction materials, including demolition debris, or park equipment on a Bridge deck during construction in accordance with the following limits, which have been established to reflect typical design live loads:

- A. Stockpiles shall not weigh more than 65,000 pounds per 1,000 square feet;
- B. Individual stockpiles of materials (including pallets of products, reinforcing steel bundles and aggregate stockpiles) shall not weigh more than 25,000 pounds per 100 square feet;
or,
- C. No single vehicle or piece of equipment shall weigh more than 80,000 pounds and no combination of vehicles, materials and other equipment shall weigh more than 200,000 pounds per span, for span lengths greater than 40 feet.

The Contractor may submit alternate loadings with calculations stamped by a licensed Professional Engineer, within 30 Days prior to placement of the load(s).

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

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

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

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

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

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

SPECIAL PROVISION 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).

Town: Deer Isle-Sedgwick
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SPECIAL PROVISION
SECTION 107
TIME
(Contract Time)

The completion date for this contract is December 13, 2013.

Town: Deer Isle-Sedgwick
Project: HP-1006(210)
WIN: 10062.10
Date: May 7, 2013

SPECIAL PROVISION
SECTION 107
(PROSECUTION AND PROGRESS)

107.3.1 General Requirements. This Section is amended by the following:

Work can be performed at any time except Sundays and Holidays, unless expressly specified otherwise in this Contract, including any applicable Permit conditions.

The Contractor shall remove all lane closures and open the bridge to unrestricted traffic for a minimum of one 2-hour period on a minimum of one weekday (Monday – Friday) each week, between the hours of 7:00 AM and 5:00 PM. The Contractor shall provide the Department with his schedule to permit unrestricted traffic a minimum of 21 days in advance of each event.

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

A Critical Path Method (CPM) Schedule shall be provided prior to the Pre-Construction Conference.

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

SPECIAL PROVISION

SECTION 107

TIME

(Scheduling of Work – Projected Payment Schedule)

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

SPECIAL PROVISION
SECTION 107
SCHEDULING OF WORK

Replace Section 107.4.2 with the following:

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

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

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

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

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WIN: 10062.10
Date: May 7, 2013

SPECIAL PROVISION
SECTION 504
Stiffening Girder Bearing Repairs

Description:

Each suspension span girder expansion bearing at piers 4 and 5 consists of a 4½" diameter steel pin with two bronze bushings. Each bronze bushing is secured onto the steel pin with a steel nut and cotter pin (see representative photographs on page 3 of 4). The work shall consist of removing and disposing of both bronze bushings and furnishing and installing two new bronze bushings at stiffening girder bearings on the horizontal strut of the main towers at piers 4 and 5 at locations as described in the Contract Documents and/or as directed by the Resident. Included in this work is the removal and replacement of the cotter pins; removal and reinstallation of the pin nuts; as well as furnishment, installation and removal of a temporary support system for the girder during replacement of the bronze bushings.

The work shall also consist of tightening pin nuts (see representative photographs on page 3 of 4) on the stiffening girder bearings at bearings on the horizontal strut of the main towers at locations as described in the Contract Documents and/or as directed by the Resident.

This work shall be done in conformance with the Maine DOT Standard Specifications, Sections 504 – *Structural Steel*, 523 – *Bearings* and 524 – *Temporary Structural Supports*, except as modified by the Contract Documents. It is the intent and purpose of this special provision to cover and include all tools, equipment, materials, supplies, and labor necessary to complete the work described herein. Any incidental equipment, materials, supplies, or labor, not specifically mentioned herein, which may be found necessary to complete the work in a substantial manner, shall be incidental to these payment items.

The Contractor is advised that maintenance platforms have been installed along the north and south sides of the tower strut below deck level at piers 4 and 5 (see representative photographs on page 4 of 4). The Contractor may use these platforms for personnel and hand tools. The platforms are not to be used as a jacking surface or in any other fashion as a means of providing temporary support to any portion of the bridge.

Submittals:

All the requirements of the Standard Specifications, Section 523 – *Bearings* shall be met, except as modified by these Contract Documents.

Materials and Workmanship:

New bushings shall be bronze, in conformance with ASTM B 22, Alloy UNS C91300 fabricated to the dimensions and finish shown on the Contract Drawings.

Cotter pins shall be steel in accordance with Section 713 of the Standard Specifications (see representative photos on page 3 of 4).

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Cleaning and painting material and workmanship shall meet the requirements of Section 506 *Field and Touch-up Painting* of these Special Provisions.

Some materials for the temporary support shall be supplied by the MaineDOT and shall be returned in good condition (or condition equal to their condition prior to the start of work) upon completion of the work under this Item. For temporary support materials required and what is to be supplied by MaineDOT, see Contract Drawings. The temporary support materials supplied by the Department will be available at the Hancock, MaineDOT Maintenance lot. Jeff Naum, MaineDOT Bridge Maintenance 207-446-1235 shall be contacted a minimum of 3 days in advance of the date the Contractor will retrieve the materials. The Contractor is responsible for loading, delivery and returning the materials.

All materials supplied by the Contractor for the temporary support shall become property of the MaineDOT upon completion of the work under this Item.

Construction Methods:

Prior to the start of work on this Item, the Contractor shall submit proposed method of temporary support to the Resident for approval. If the method of temporary support is different than that described on the Contract Drawings, this method shall be prepared by and bear the seal and signature of a Professional Engineer, licensed in the State of Maine.

Pin nut shall be tightened “snug-tight” so that there is no gap between the pin nut and bearing.

Method of Measurement:

- A. Measurement shall be made by the number, EACH, of girder bearing bushing pairs replaced and accepted by the Resident. Removal and replacement of cotter pins; removal and reinstallation of pin nuts; and furnishment, installation and removal of temporary support shall not be measured, but shall be deemed incidental to the work required under this Item.
- B. Measurement shall be made by the number, EACH, of pin nuts tightened and accepted by the Resident.

Basis of Payment:

The work under this Section shall be paid for at the Contract Unit Price Bid, EACH, under Section 504, which price shall include full compensation for all materials, transportation, tools, equipment, and labor required, including installing and removing temporary girder support; to perform the work as specified herein, as shown on the Contract Drawings, and/or as directed by the Resident.

| <u>Pay Item</u> | | <u>Pay Unit</u> |
|-----------------|---|-----------------|
| 504.511 | Stiffening Girder Bearing – Bushing Replacement | EA |
| 504.512 | Stiffening Girder Bearing – Pin Nut Tightening | EA |



Typical suspension span girder bearing assembly on piers 4 and 5.



View of bearing pin, showing end of pin, pin nut, cotter pin, and bushing on one side of girder.



Typical view at end of access platform at piers 4 and 5 (note girder bearing assembly on top of tower strut).



Typical view along access platform at piers 4 and 5. Piers 4 and 5 each have two access platforms, one on the north side and one on the south side of the tower strut.

Town: Deer Isle-Sedgwick
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SPECIAL PROVISIONS
SECTION 504
Saddle Bolt Replacement

Description:

The work shall consist of removing and disposing deteriorated bolts and bolt sleeves and furnishing and installing new bolts and sleeves at cable saddles on top of the towers (located at Piers 4 and 5), and removing and disposing deteriorated bolts and furnishing and installing new bolts at saddles on the cable bents (located at Piers 3 and 6) at locations as described in the Contract Documents and/or as directed by the Resident.

This work shall be done in conformance with the Maine DOT Standard Specifications, Section 504 – *Structural Steel* except as modified by the Contract Documents. It is the intent and purpose of this special provision to cover and include all tools, equipment, materials, supplies, and labor necessary to complete the work described herein. Any incidental equipment, materials, supplies, or labor, such as the erection of false work to gain access to a removal/repair location, not specifically mentioned herein, which may be found necessary to complete the work in a substantial manner, shall be incidental to the respective payment item.

Submittals:

Shop drawings for new bolts will not be required; however, material certification requirements of the Standard Specifications, Division 700, shall be met.

Materials and Workmanship:

Materials shall meet the requirements specified in the following Sections of the Standard Specifications, Division 700 – Materials, except where modified by these Contract Documents:

- 713.01 Structural Steel
- 713.02 High Strength Bolts

Bolt sleeves shall be galvanized steel in conformance with ASTM A 53. Bolt sleeves shall be coated in accordance with Section 506 of these Special Provisions.

Cleaning and painting material and workmanship shall meet the requirements of Section 506 *Field and Touch-up Painting* and Section 506 *Shop Applied Protective Coating-Steel* of these Special Provisions.

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Method of Measurement:

- A. Measurement shall be made by the number, EACH, of tower saddle bolts and sleeves replaced and accepted by the Resident.
- B. Measurement shall be made by the number, EACH, of cable bent saddle bolts replaced and accepted by the Resident.

Basis of Payment:

The work under this Section shall be paid for at the Contract Unit Price Bid, EACH, under Section 504, which price shall include full compensation for all materials, transportation, tools, equipment, and labor required to perform the work as specified herein, as shown on the Contract Drawings, and/or as directed by the Resident.

Pay Item

504.621 Tower Saddle Bolt Replacement
504.622 Cable Bent Saddle Bolt Replacement

Pay Unit

EA
EA

Town: Deer Isle-Sedgwick
Project: HP-1006(210)
WIN: 10062.10
Date: May 7, 2013

SPECIAL PROVISION
SECTION 504
Main Cable Handrope Stanchion Replacement

Description:

This work shall consist of replacing damaged/deteriorated main cable handrope stanchions. One main cable handrope stanchion consists of all components, and fasteners, used to support both main cable handropes at a typical cable band location, at panel points as shown in the Contract Drawings.

This work shall be done in conformance with the Maine DOT Standard Specifications, Section 504 - *Structural Steel* except as modified by the Contract Documents. It is the intent and purpose of this special provision to cover and include all tools, equipment, materials, supplies, and labor necessary to complete the work described herein. Any incidental equipment, materials, supplies, or labor, such as the erection of false work to gain access to a removal/repair location, not specifically mentioned herein, which may be found necessary to complete the work in a substantial manner, shall be incidental to the respective payment item.

Submittals:

All the requirements of the Standard Specifications, Section 504 – *Structural Steel* shall be met, except as modified by these Contract Documents.

Welders shall be qualified in conformance with the requirements of the latest Bridge Welding Code, AWS/AASHTO D1.5, Part 5. For each welder, qualification test reports bearing witness certification by an independent laboratory or inspection service shall be submitted.

Materials:

Materials shall meet the requirements specified in the following Sections of the Standard Specifications, Division 700 – Materials, except where modified by the Contract Documents:

| | |
|--------|---------------------|
| 713.01 | Structural Steel |
| 713.02 | High Strength Bolts |

Filler metals for welding shall conform to Bridge Welding Code D1.5, E60xx or E70xx Series for shielded metal-arc welding. Minimum weld size shall be 5/16" fillet weld unless otherwise noted.

Cleaning and painting material and workmanship shall meet the requirements of Section 506 *Field and Touch-up Painting* and Section 506 *Shop Applied Protective Coating-Steel* of these Special Provisions.

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Construction Methods:

Damaged main cable handrope stanchions shall be replaced in kind.

The bolts which attach the handrope stanchion to the cable band also secure the suspender cable keeper plate. The Contractor must secure the suspender cable to the cable band prior to loosening the bolts which attach the handrope stanchion to the cable band. Prior to beginning work on this item, the Contractor must submit proposed method of securing the suspender cable to the cable band to the Resident for approval.

Prior to removing the handrope stanchion, the Contractor must secure the main cable handropes to avoid any interference with vehicles traveling on the bridge. Prior to beginning work on this item, the Contractor must submit proposed method of securing the suspender cable to the cable band to the Resident for approval.

The new handrope stanchion and fasteners shall be onsite, and ready for installation, prior to the removal of the existing handrope stanchion at each work location.

Method of Measurement:

Measurement shall be made by the number, EACH, of main cable handrope stanchions replaced and accepted by the Resident.

Basis of Payment:

The work under this Section shall be paid for at the Contract Unit Price Bid, EACH, under Section 504, which price shall include full compensation for all materials, transportation, tools, equipment, and labor required to perform the work as specified herein, as shown on the Contract Drawings, and/or as directed by the Resident.

Pay Item

504.66 Main Cable Handrope Stanchion Replacement

Pay Unit

EA

Town: Deer Isle-Sedgwick
Project: HP-1006(210)
WIN: 10062.10
Date: May 7, 2013

SPECIAL PROVISION
SECTION 504
Longitudinal Stay Anchorage Repairs

Description:

The work shall consist of removing and disposing existing cracked or deteriorated keeper bars and deteriorated fasteners on the longitudinal stay anchorage connection to the girder and furnishing and installing new keeper blocks and/or fasteners at locations as described in the Contract Documents and/or as directed by the Resident (see representative photographs on page 3 of 3).

This work shall be done in conformance with the Maine DOT Standard Specifications, Section 504 – Structural Steel except as modified by the Contract Documents. It is the intent and purpose of this special provision to cover and include all tools, equipment, materials, supplies, and labor necessary to complete the work described herein. Any incidental equipment, materials, supplies, or labor, such as the erection of false work to gain access to a removal/repair location, not specifically mentioned herein, which may be found necessary to complete the work in a substantial manner, shall be incidental to the respective payment item.

Submittals:

All the requirements of the Standard Specifications, Section 504 - *Structural Steel* shall be met, except as modified by these Contract Documents.

Shop drawings for new bolts will not be required; however, material certification requirements of the Standard Specifications, Division 700, shall be met.

Materials and Workmanship:

Materials shall meet the requirements specified in the following Sections of the Standard Specifications, Division 700 – *Materials*, except where modified by these Contract Documents:

- 713.01 Structural Steel
- 713.02 High Strength Bolts

Cleaning and painting material and workmanship shall meet the requirements of Section 506 *Field and Touch-up Painting* and Section 506 *Shop Applied Protective Coating-Steel* of these Special Provisions.

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Method of Measurement:

- A. Measurement shall be made by the number, EACH, of longitudinal stay keeper bars replaced and accepted by the Resident.
- B. Measurement shall be made by the number, EACH, of Type A fasteners replaced and accepted by the Resident.
- C. Measurement shall be made by the number, EACH, of Type B fasteners replaced and accepted by the Resident.

Basis of Payment:

The work under this Section shall be paid for at the Contract Unit Price Bid, EACH, under Section 504, which price shall include full compensation for all materials, transportation, tools, equipment, and labor required to perform the work as specified herein, as shown on the Contract Drawings, and/or as directed by the Resident.

| <u>Pay Item</u> | <u>Pay Unit</u> |
|---|-----------------|
| 504.671 Longitudinal Stay Anchorage Keeper Plate Replacement | EA |
| 504.672 Longitudinal Stay Anchorage Bolt Replacement – Type A | EA |
| 504.673 Longitudinal Stay Anchorage Bolt Replacement – Type B | EA |



Typical longitudinal stay anchorage connection at girder.



Typical condition of cracked keeper block on longitudinal stay anchorage connection at girder.

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SPECIAL PROVISION
SECTION 504
Tensioning Transverse Stay Cables

Description:

The work shall consist of tensioning transverse stay cables to provide a minimum vertical clearance at the curb line of 16'-0" above the roadway surface, at locations as described in the Contract Documents and/or as directed by the Resident.

This work shall be done in conformance with the Maine DOT Standard Specifications, Sections 504 – *Structural Steel* and 524– *Temporary Structural Supports*, except as modified by the Contract Documents. It is the intent and purpose of this special provision to cover and include all tools, equipment, materials, supplies, and labor necessary to complete the work described herein. Any incidental equipment, materials, supplies, or labor, such as the erection of false work to gain access to a removal/repair location, not specifically mentioned herein, which may be found necessary to complete the work in a substantial manner, shall be incidental to the respective payment item.

Submittals:

All the requirements of the Standard Specifications, Section 504 - *Structural Steel* shall be met, except as modified by these Contract Documents.

Materials and Workmanship:

Materials shall meet the requirements specified in Section 524 – *Temporary Structural Supports* of the Standard Specifications, except where modified by these Contract Documents:

Cleaning and painting material and workmanship shall meet the requirements of Section 506 *Field and Touch-up Painting* of these Special Provisions.

Method of Measurement:

Measurement shall be made by the number, EACH, of transverse stay cables tensioned and accepted by the Resident.

Basis of Payment:

The work under this Section shall be paid for at the Contract Unit Price Bid, EACH, under Section 504 which price shall include full compensation for all materials, transportation, tools, equipment, and labor required to perform the work as specified herein, as shown on the Contract Drawings, and/or as directed by the Resident.

Pay Item

504.69 Tensioning Transverse Stay Cables

Pay Unit

EA



Typical transverse stay anchorage.

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Date: May 7, 2013

SPECIAL PROVISION
SECTION 504
Knee Brace Replacement

Description:

The work shall consist of removing and disposing damaged or deteriorated knee braces and furnishing and installing new knee braces at locations as described in the Contract Documents and/or as directed by the Resident.

This work shall be done in conformance with the Maine DOT Standard Specifications, Section 504 - *Structural Steel* except as modified by the Contract Documents. It is the intent and purpose of this special provision to cover and include all tools, equipment, materials, supplies, and labor necessary to complete the work described herein. Any incidental equipment, materials, supplies, or labor, such as the erection of false work to gain access to a removal/repair location, not specifically mentioned herein, which may be found necessary to complete the work in a substantial manner, shall be incidental to the respective payment item.

Submittals:

All the requirements of the Standard Specifications, Section 504 - *Structural Steel* shall be met, except as modified by these Contract Documents.

Shop drawings for new bolts will not be required; however, material certification requirements of the Standard Specifications, Division 700, shall be met.

Materials and Workmanship:

Materials shall meet the requirements specified in the following Sections of the Standard Specifications, Division 700 - *Materials*, except where modified by these Contract Documents:

- 713.01 Structural Steel
- 713.02 High Strength Bolts

Steel grating shall be galvanized steel with 1/8" x 3/4" bearing bars spaced at 3/16" on center and 1/8" x 5/8" cross bars spaced at 4" on center.

Cleaning and painting material and workmanship shall meet the requirements of Section 506 *Field and Touch-up Painting* and Section 506 *Shop Applied Protective Coating-Steel* of these Special Provisions.

Construction Methods:

Bolts placed through the curb plate shall be round head bolts, with the head placed on the roadway side of the curb.

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Method of Measurement:

Measurement shall be made by the number, EACH, of knee braces removed, replaced, and accepted by the Resident.

Basis of Payment:

The work under this Section shall be paid for at the Contract Unit Price Bid, EACH, under Section 504, which price shall include full compensation for all materials, transportation, tools, equipment, and labor required to perform the work as specified herein, as shown on the Contract Drawings, and/or as directed by the Resident.

Pay Item
504.722 Knee Brace Replacement

Pay Unit
EA

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Project: HP-1006(210)
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Date: May 7, 2013

SPECIAL PROVISION
SECTION 504
Fastener Replacement

Description:

The work shall consist of removing existing loose or deteriorated fasteners and furnishing and installing new fasteners at locations as described in the Contract Documents and/or as directed by the Resident.

This work shall be done in conformance with the Maine DOT Standard Specifications, Section 504 - *Structural Steel* except as modified by the Contract Documents. It is the intent and purpose of this special provision to cover and include all tools, equipment, materials, supplies, and labor necessary to complete the work described herein. Any incidental equipment, materials, supplies, or labor, such as the erection of false work to gain access to a removal/repair location, not specifically mentioned herein, which may be found necessary to complete the work in a substantial manner, shall be incidental to the respective payment item.

Submittals:

Shop drawings for new bolts will not be required; however, material certification requirements of the Standard Specifications, Division 700, shall be met.

Materials and Workmanship:

High Strength Bolts shall meet the requirements specified in the Sections 713.02 of the Standard Specifications, Division 700 - *Materials*, except where modified by these Contract Documents.

Cleaning and painting material and workmanship shall meet the requirements of Section 506 *Field and Touch-up Painting* of these Special Provisions.

Method of Measurement:

Measurement shall be made by the number, EACH, of new fasteners installed and accepted by the Resident.

Basis of Payment:

The work under this Section shall be paid for at the Contract Unit Price Bid, EACH, under Section 504, which price shall include full compensation for all materials, transportation, tools, equipment, and labor required to perform the work as specified herein, as shown on the Contract Drawings, and/or as directed by the Resident.

Pay Item
504.8105 Fastener Replacement

Pay Unit
EA

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SPECIAL PROVISION
SECTION 504
Structural Steel Repair

Description:

The work shall consist of removing and replacing deteriorated or damaged structural steel at locations as described in the Contract Documents and/or as directed by the Resident.

This work shall be done in conformance with the Maine DOT Standard Specifications, Section 504 - *Structural Steel* except as modified by the Contract Documents. It is the intent and purpose of this special provision to cover and include all tools, equipment, materials, supplies, and labor necessary to complete the work described herein. Any incidental equipment, materials, supplies, or labor, such as the erection of false work to gain access to a removal/repair location, not specifically mentioned herein, which may be found necessary to complete the work in a substantial manner, shall be incidental to the respective payment item.

Submittals:

All the requirements of the Standard Specifications, Section 504 - *Structural Steel* shall be met, except as modified by these Contract Documents.

Shop drawings for new bolts will not be required; however, material certification requirements of the Standard Specifications, Division 700, shall be met.

Materials and Workmanship:

Materials shall meet the requirements specified in the following Sections of the Standard Specifications, Division 700 - *Materials*, except where modified by these Contract Documents:

- 713.01 Structural Steel
- 713.02 High Strength Bolts

Filler metals for welding shall conform to Bridge Welding Code D1.5, E60xx or E70xx Series for shielded metal-arc welding. Minimum weld size shall be 5/16" fillet weld unless otherwise noted.

Cleaning and painting material and workmanship shall meet the requirements of Section 506 *Field and Touch-up Painting* and Section 506 *Shop Applied Protective Coating-Steel* of these Special Provisions.

Construction Methods:

Welding shall only be permitted with the approval of the Resident. Welding shall be performed in accordance with the requirements of Section 504 of the Standard Specifications. Weld locations shall be free of paint, rust, scale, oil and other deleterious material in accordance with Subsection 3.2.1 of the AASHTO/AWS D1.5 *Bridge Welding Code*.

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Method of Measurement:

Measurement shall be made by the weight, POUND, of new structural steel furnished, installed and accepted by the Resident. The weight of new fasteners or weld material shall not be measured for payment, but shall be considered incidental to the cost of work performed under this Item.

Basis of Payment:

The work under this Section shall be paid for at the Contract Unit Price Bid, POUND, under Section 504, which price shall include full compensation for all materials, transportation, tools, equipment, and labor required to perform the work as specified herein, as shown on the Contract Drawings, and/or as directed by the Resident.

Pay Item
504.811 Structural Steel Repair

Pay Unit
LB

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SPECIAL PROVISION
SECTION 504
Expansion Joint Support Pedestal Replacement

Description:

The bridge deck finger expansion joint at each tower is supported by a rolled steel beam which bears on two built-up steel pedestals. The work shall consist of removing and disposing deteriorated components of existing expansion joint support pedestals and furnishing and installing replacement components at locations as described in the Contract Documents and/or as directed by the Resident.

The work shall also include furnishing, installing, maintaining and removing temporary support of the expansion joint support beam for the performance of these repairs.

This work shall be done in conformance with the Maine DOT Standard Specifications, Sections 504 – *Structural Steel* and 524 – *Temporary Structural Supports* except as modified by the Contract Documents. It is the intent and purpose of this special provision to cover and include all tools, equipment, materials, supplies, and labor necessary to complete the work described herein. Any incidental equipment, materials, supplies, or labor, such as the erection of false work to gain access to a removal/repair location, not specifically mentioned herein, which may be found necessary to complete the work in a substantial manner, shall be incidental to the respective payment item.

Submittals:

All the requirements of the Standard Specifications, Section 504 – *Structural Steel* shall be met, except as modified by these Contract Documents.

Shop drawings for new bolts will not be required; however, material certification requirements of the Standard Specifications, Division 700, shall be met.

Materials and Workmanship:

Materials shall meet the requirements specified in the following Sections of the Standard Specifications, Division 700 - *Materials*, except where modified by these Contract Documents:

- 713.01 Structural Steel
- 713.02 High Strength Bolts

Cleaning and painting material and workmanship shall meet the requirements of Section 506 *Field and Touch-up Painting* and Section 506 *Shop Applied Protective Coating-Steel* of these Special Provisions.

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Construction Methods:

Prior to the performance of work on this Item, the Contractor shall submit proposed temporary support design and procedure to the Resident for approval. This submission shall be prepared by, and bear the signature and seal of, a Professional Engineer licensed in the State of Maine. The temporary support shall meet the requirements described in the Contract Drawings.

The installation of new structural steel to existing structural steel shall be accomplished so that the structural integrity of the existing structure is maintained at all times.

During performance of these repairs, the travel lane above the work area shall be closed to traffic. Construction vehicles shall not be located closer than 20 feet to the expansion joint support beam being repaired.

Existing rivets and bolts shall be removed by drilling, chiseling, or other mechanical methods as approved by the Resident. Care shall be taken to ensure that removal of existing fasteners causes no damage to the connected elements to remain. The removal of rivets by burning or heating will NOT be permitted without specific approval by the Resident in writing

Open rivet holes to receive new high strength bolts shall be properly sized to 1/16" diameter larger than the proposed bolts. In the event that upon removal of the existing fastener the hole is out of round, or the connected elements have been reduced in section by corrosion to the extent that adequate provisions cannot be made by cleaning them, the hole shall be drilled and reamed as required to provide full section of metal in the connection elements, and a high strength bolt, 1/16" smaller than the finished diameter of the hole shall be furnished and installed.

Method of Measurement:

No measurement shall be made.

Basis of Payment:

The work under this Section shall be paid for at the contract Lump Sum price, complete and in place, which price shall include full compensation for all materials, transportation, tools, equipment, and labor required to perform the work as specified herein, as shown on the Contract Drawings, and/or as directed by the Resident.

| <u>Pay Item</u> | <u>Pay Unit</u> |
|---|-----------------|
| 504.8302 Expansion Joint Support Pedestal Replacement | LS |

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SPECIAL PROVISION
SECTION 506
Shop Applied Protective Coating – Steel

Description:

This work shall consist of applying a zinc rich protective coating to steel substrate in accordance with the Contract Drawings and this Special Provision.

Materials:

Coatings systems shall be from the Northeast Protective Coating Committee (NEPCOAT) Qualified Products List (QPL), list A or B. The list may be found through NEPCOAT's Web page: <http://www.nepcoat.org>.

Provide the paint batch description, lot number, date of manufacture, shelf life and the manufacturer's storage requirements to the QAI. Provide the manufacturer's published data sheet for application of each coat of the coating system including equipment, surface cleanliness, anchor profile, mixing, thinning, application, and cure time for the entire range of allowable environmental conditions and DFT.

The finish topcoat color shall be green and match the required Federal Standard 595B, color number 14272.

Submittals:

Submit the following, as applicable:

- A. The manufacturer's product data sheet for the specified protective coating system(s).
- B. Material Safety Data Sheets.
- C. Facility Certification, Endorsement, or other Qualification(s).
- D. Quality Control Plan.
- E. Quality Control Inspector (QCI) qualifications.

Inspection:

Quality Control (QC) is the responsibility of the Contractor. Inspect all aspects of the work and supervise all sampling, measurements and testing. Record measurements and test results in a clear and legible manner in a format acceptable to the Fabrication Engineer. Reject materials and workmanship that do not meet contract requirements. The Quality Control Inspector (QCI) may perform sampling, measurements and testing in addition to the minimum required. Make the results of all sampling, measurements and testing available to the Quality Assurance Inspector (QAI).

Training in surface preparation, coatings application, and inspection is required for QCI's. Acceptable training includes one or more of the following:

- A. National Association of Corrosion Engineers (NACE) – International: Coating Inspector Program Level 1 (minimum)
- B. SSPC BCI Coatings Inspection Training and Certification for the Bridge Industry (Level I without certification), or Level II
- C. Other training that is acceptable to the Department.

Quality Assurance (QA) is the prerogative of the Department. The QAI's responsibility is to ensure that the QC personnel are performing acceptably, verify documentation, periodically inspect workmanship and witness sampling, measurements and testing. The QAI will schedule measurements and testing deemed necessary by the Resident in addition to the minimum requirements in a manner that minimizes interference with the production schedule.

The QAI has the authority to reject material or workmanship that does not meet the Contract requirements. The acceptance of material or workmanship by the QAI will not preclude subsequent rejection, if found unacceptable by the Department.

Non-Conforming Work:

Submit a non-conformance report to the Fabrication Engineer describing the deficiencies and proposed solution. Correct or replace rejected coatings as directed by the Fabrication Engineer.

Limits of Work:

Coat all surfaces exposed in the assembled product unless otherwise specified. Apply a mist coat, 0.5 to 1.0 mils of primer only to surfaces to be embedded in concrete.

Apply primer to faying surfaces of bolted connections that develop a class B slip coefficient in accordance with the *Specification for Structural Joints Using ASTM A325 or A490 Bolts* by the Research Council of Structural Connections (RCSC). Provide documentation to demonstrate that the primer was tested and the requirements were met. Do not exceed the DFT applied for test purposes.

Surface Preparation:

Surface cleanliness shall be SSPC-SP 10, *Near-White Blast Cleaning* (SP10) unless a higher standard of surface cleanliness is required by the manufacturer's published data sheet. Round all corners exposed in the assembled product to approximately a 3/32 inch radius, prior to abrasive blast cleaning. A series of tangents that approximate a radius may be considered as a rounded edge if there are no sharp breaks. Provide radius gauges to inspect corner preparation. The radius shall be the minimum specified above, but not greater than 3/16 inch.

The abrasive blast media shall meet the requirements of *SSPC-AB 1, Mineral and Slag Abrasives, AB 2, Cleanliness of Recycled Ferrous Metallic Abrasives* and/or *AB 3, Ferrous*

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Metallic Abrasive. The anchor profile shall be angular and meet the requirements of the coating manufacturer's published data sheet.

If compressed air is used for abrasive blast cleaning, perform a blotter test ASTM D 4285 at the beginning of each shift and at any time requested by the QAI. Notify the QAI prior to performing the test.

Measure and record the anchor profile in accordance with ASTM D 4417 Method C (replica tape). If the anchor profile fails to meet the minimum requirements, re-blast the substrate until the required anchor profile is achieved. If the anchor profile exceeds the maximum allowed, generate a Non-Conformance Report (NCR) describing the condition of the substrate and a proposed solution and submit it to the Fabrication Engineer for review.

If it has been established to the satisfaction of the QAI that the abrasive blast equipment is capable of providing uniform, acceptable anchor profile, a diminished degree of testing may be allowed at the discretion of the Fabrication Engineer.

The allowable time between abrasive blast cleaning and primer application shall not exceed the manufacturer's published recommendations or one work shift, whichever is less. Any evidence of rust bloom, flash rust or other surface conditions that cause the substrate cleanliness to fall outside the specified cleanliness standard will be rejected. Inspect all substrate immediately prior to coating application. Re-blast steel substrate that does not meet the surface cleanliness requirements.

Mixing and Application:

Record the batch and lot numbers of the coating, the type and amount of thinner used, the time and pot life of the coating.

Add thinner in accordance with the manufacturer's published data sheet. Measure thinner with a graduated cup, or other container, that clearly indicates the amount of thinner being added. Record the amount of thinner added. Mix the paint using the method, equipment and time recommended by the coating manufacturer. Mix each component separately and mix all components together for at least the minimum time recommended on the Manufacturer's Product Data Sheet, but not less than two minutes.

Measure the environmental conditions in the immediate vicinity of the piece(s) being coated during the coating operation and during the entire cure period. Provide two data loggers capable of measuring ambient humidity and temperature. The data loggers shall come with software that can download the data onto a computer. Print out the data and provide a copy to the QAI for review prior to applying the subsequent coat of paint. Place the data loggers in the immediate vicinity of the coating operation during the entire application and curing cycle. The data will be used to determine that the cure/recoat time requirements for each coat have been met. Failure to comply will result in the coating being cured for the maximum time necessary to assure adequate cure, as determined by the Fabrication Engineer.

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Stripe all corners, fasteners, welds and locations with poor access, in accordance with *SSPC-PA 1, Shop, Field and Maintenance Painting of Steel* (PA 1). Do not stripe using inorganic zinc primer (IOZ). Stripe the IOZ primer between the primer and intermediate coats using the intermediate coating.

Apply the coating using equipment recommended in the Manufacturer's Product Data Sheet, or equal. Apply the coating in a uniform manner without sags, runs or drips.

Dry Film Thickness:

Measure and record the DFT of each coat in accordance with PA 2). Record the following:

- A. Gauge type/manufacturer/model
- B. Serial number
- C. Coat/shim used for calibration (e.g., Primer Coat or 5 mil shim)
- D. Measurements/spot average/location
- E. Cure time
- F. Non-conforming areas and determination for correction

Each piece or area presented for acceptance, regardless of size, shall be considered a separate structure for purposes of determining the number of spot measurements to be taken, except that large quantities of small parts and/or secondary framing members coated at the same time may be measured at a lesser frequency, as directed by the Fabrication Engineer. When random DFT testing of a large quantity of small parts and/or secondary framing members results in unacceptable DFT's, the Contractor shall have the option of measuring and documenting the DFT of each piece or removing the coating and/or recoating all pieces represented in the production lot.

Touch-up Repairs:

Touch-up is the repair of minor blemishes, including but not limited to, scratches and abrasions that do not penetrate underlying layers of coating. Perform touch-up using the same coating and methods specified in the Manufacturer's Product Data Sheet. Cure the touch-up coating in the same manner as the original coating.

Repair coating damage that penetrates underlying layers in accordance with the Manufacturer's Product Data Sheet and this Specification. Prepare areas to be repaired in a manner that assures the proper adhesion of each coat. Feather back each damaged layer so that each repair coat is continuous with each corresponding existing coat. The topcoat shall be smooth and uniform in appearance. Repair damaged or unacceptable shop coating before the piece is removed from the paint area.

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Handling and Storage:

Handle coated members in a manner that avoids damage to the coating. Lift and move members using non-metallic slings, padded chains and beam clamps, softeners or by other non-injurious methods. Store painted material in a manner that prevents damage to the coating.

Document damage to the coating that is discovered after the product is loaded for shipment to the job site. Minor damage as a result of handling shall be considered for field repair unless, in the opinion of the Fabrication Engineer, the damage is the result of negligence or poor handling methods. Damage that is deemed to be the result of negligence or poor handling methods shall be repaired as directed by the Fabrication Engineer.

MEASUREMENT AND PAYMENT

Method of Measurement:

No measurement shall be made.

Basis of Payment:

The entire cost of coating protection shall be considered incidental to the cost of work under the specific Items where the protective coating is applied.

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SPECIAL PROVISION
SECTION 506
Field and Touch Up Painting
Lead Abatement and Coating Application

Description:

This specification covers the field cleaning and painting of all existing structural steel and new structural steel incorporated into the work and the field touch up of all new structural steel. The work shall consist of furnishing all supervisory personnel, including competent person(s), labor, tools, equipment, containment, scaffolding, protection of public and private property, Quality Control Inspections, materials, and incidentals necessary for satisfactory completion of the work.

The areas to be cleaned and painted include all areas of structural steel repairs or replacement. The work will require the complete removal of existing coatings (Basic Lead Silica Chromate-BLSC), rust and mill scale in accordance with SSPC-SP11, and the application of a primer coat that is a Zinc Rich Coating System from the most recent North East Protective Coating Committee (NEPCOAT) Qualified Products- List B. The list may be found on the NEPCOAT Web page (<http://www.nepcoat.org>).

In reference to surface preparation, cleanliness, coating application, containment measures and waste management, the Contractor shall have the latest copies of the following references on site at all times:

- Steel Structures Painting Councils Steel Structures Painting Manual, Volumes 1 and 2 (Good Painting Practice and Systems and Specifications).
- SSPC Vis3, Visual Standard for Power Tool Cleaned Steel
- SSPC Guide 6-Guide for Containing Debris Generated During Paint Removal.
- Steel Structures Painting Council Guide 7, Guide for the Disposal of Lead-Contaminated Surface Preparation Debris.
- Maine Department of Environmental Protection's "Hazardous Waste Management Rules".
- Department of Environmental Protection- Handbook for Hazardous Waste Generators

The above references are hereby made a part of the Contract.

Materials:

The Contractor shall supply the Resident with the applicable current product data sheets and material safety data sheets (MSDS) before any coating work is performed. The Contractor shall receive from the coating manufacturer and provide to the Resident, an acceptable anchor profile for the product chosen, using power tools. The product data sheets shall state the manufacturer's recommended requirements for; mixing, thinning, environmental conditions, procedures for coating galvanized bolts, nuts, washers, steel bar grating, etc., and the application of the coating system and shall state the recommended mil thickness for the primer. The manufacturer's

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printed product data sheets at the time of bid shall be those used during the duration of the project. New printed product data sheets may be substituted with the Department's approval.

The Department may require a Paint sample from the Contractor. This sampling will be witnessed by the Department's Quality Assurance personnel. If necessary, the sample will be sent to an independent lab to be "fingerprinted" to check the formulation compared to that on the NEPCOAT list.

Contractor Qualifications and Documentation:

Prior to the beginning of the removal of the existing coating the Contractor shall have a pre-construction conference. This meeting shall be at least two weeks prior to start of work, and two weeks notice shall be given to the Department prior to the meeting. Two weeks prior to the pre-construction meeting, the Contractor is required to have submitted all plans for approval so the plans may be discussed at the meeting. This meeting shall be coordinated with the Department's Resident. This meeting will be held to discuss the procedures to be used for all lead abatement, the coating application, the inspection hold points, the responsibilities and documentation methods of each party involved, all safety methods to be used, contingency plans, and all other areas relating to the adequate completion of the painting of this Contract. Present at this pre-construction conference shall be all parties directly involved in the lead abatement, paint application, and inspection of this project including the Department, all Quality Assurance personnel, the contractor and/or subcontractors, all Quality Control personnel, coating technical representatives, the Department's Hazardous Waste Representative, a representative from the Contractor's Hazardous Waste Transporter and all other agencies who may have a direct impact on the completion of this project.

All Documentation and Plan/Submittal reviewed by the Department will be in accordance with Section 105.7.3 of the Department's Supplemental Specifications and Supplemental Standard Details for Construction.

Quality Control Qualifications:

The Contractor shall provide Quality Control personnel that will implement and follow the Contractors Quality Control Plan. If the Quality Control inspector the Contractor engages for the project does not follow and enforce the approved Quality Control Plan, the Resident may require the Contractor to retain the services of an independent, third party certified NACE inspector for the remainder of the project, at no additional cost to the Department. If the Resident determines that the Contractor's QC is not performing the QC function properly, the Resident will issue the Contractor a verbal warning. The second time the Resident finds the Contractor's QC personnel is not performing the QC function properly for the same reason, the Contractor will be given a written warning. The third time the Resident finds the QC not performing the QC function properly for the same reason, the Contractor will be required to retain the services of a third party NACE certified inspector, at no additional cost to the Department. If the Resident or the QA representative repeatedly finds the same items for rework, that would be considered not performing the QC function.

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Quality Control Plan:

The Contractor shall submit a Quality Control Plan (QC) for Department review at least 21 days prior to the beginning of any removal of paint. The Quality Control (QC) is the responsibility of the Contractor to ensure compliance with the Contract Documents. Quality Assurance is the Department's prerogative to verify the Quality Control is being performed by the Contractor. The QC plan shall, at the minimum, include the names of all the Contractor's representatives on site, including the coating inspector who shall be responsible for the inspection and the acceptance of the Contractor's work prior to the Department's inspection. The plan shall also define hold points from pre-surface preparation inspection to final inspection, submittal of daily work reports, coating/DFT reports and the process for rework. Inspection by the Contractor's representative shall be incidental to the structural steel repairs. The Contractor shall adhere to this QC Plan at all times. Violation of the QC Plan, including the submittal of daily work reports and/or coating and DFT reports, may result in a suspension of work. If suspension is ordered, in writing, by the Department, work shall not resume until the Contractor provides a plan which is acceptable to the Department, describing how compliance will be restored and maintained. A suspension resulting from the Contractor's failure to adhere to the QC Plan shall be at no cost to the Department and shall not be cause for a time extension.

Work Schedule:

The schedule of work shall be in conformance with Standard Specification Section 107.4, *Scheduling of Work* and Special Provisions included in this contract.

Surface Preparation/Painting Plan:

The Contractor shall provide written procedures (preparation plan) for the surface preparation and coating application. This plan shall include a description of the equipment that will be used for surface preparation and painting. The Contractor shall receive approval from the Department before performing any removal methods.

This plan shall also identify the methods of protection or work isolation procedures that will be followed to protect surrounding structures, equipment, utility cables, signals, and property from exposure to surface preparation and paint debris. The Contractor is responsible for any damage caused by surface preparation. All grease, oil, chloride and ferrous salts and any other foreign matter, must be removed prior to removal of any existing paint.

The plan shall identify the type and brand name of the abrasive proposed for use, and provide Material Safety Data (MSD) sheets.

The Contractor shall submit documentation that the primer coat meets the specified NEPCOAT Standard and a Certificate of Compliance for the paint material.

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Containment Plan:

The Contractor shall provide the following information to the Department for review and acceptance prior to the erection of the containment system. The erection containment enclosure(s), or conducting any paint disturbance activities, shall not begin until Department review and acceptance has been provided. The Contractor is responsible for installing the containment per plans and spec's, and the containment will not be accepted by the Department until the Professional Engineer, licensed in the State of Maine, who stamped the containment drawings has field verified the proper installation of the containment. All surface preparation and painting shall be performed in the approved containment system, conforming to the latest SSPC Guide 6, Guide for Containing Debris Generated During Paint Removal Operations, for Power Tool Cleaning, Table P, Class 3P. The floor of the containment shall meet A1-Rigid. The Contractor is responsible for ensuring the containment meets all OSHA, Federal and State regulations. Throughout the entire project, work shall only be conducted within approved containment enclosures. The proposal shall be sufficiently detailed to show conformance with the requirements of SSPC Guide 6, Class 3P containment specifications, with the following exceptions: the floor of the containment shall be rigid. The Containment Plan shall include at a minimum the following information and requirements:

Detailed drawings and structural analysis shall be prepared and stamped by a Professional Engineer licensed in the State of Maine.

The Contractor shall submit detailed calculations stamped by a Professional Engineer licensed in the State of Maine showing the proposed paint containment system (enclosures, work platforms, collected waste product, equipment, etc.) will not produce stresses in any bridge members exceeding the allowable stresses for maximum rating as specified in AASHTO. An H2O loading with impact shall be used for the live loading.

The Contractor shall be responsible for determining the appropriate design wind speed, (as recommended by AASHTO), for the containment enclosure(s). If wind speeds exceed the design wind speed, the Contractor shall immediately suspend use of and make provisions to properly relieve the containment wind loading. The process for relieving the wind loading shall not release any of the lead paint waste. The Contractor may redesign the containment enclosure(s) or suspend operations until the actual wind speeds fall to levels below the design wind speed. The cost of all wind monitoring shall be incidental to the contract items. Any release of pollutants from the containment enclosure(s) to the surrounding environment due to containment failure, requires the immediate suspension of work. Prior to resuming work, the Contractor shall take appropriate action to abate the discharge and obtain the Department's concurrence on a plan of action to prevent reoccurrence. The cost of all delays, clean up, modification of containment structure and process, to prevent reoccurrence shall be borne by the Contractor. Any delays due to the suspension of work due to high winds or containment failure as described above shall not relieve the Contractor from completing the work on time.

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The Contractor shall have the Professional Engineer licensed in the State of Maine that has stamped the containment drawings visit the project when the Contractor has installed the containment to verify that the containment has been installed in compliance to the drawings.

A plan for staging, installing, moving, and removing the containment, and the methods of attachment that will be used is required for approval. Attachment points to main framing members only (Main Girders, Floorbeams, truss members may be allowed with prior approval from the Resident) will be allowed. The plan shall include the methods of access that will be provided to work areas inside containment, locations of safety lines, and locations of containment entryways, etc.

Detailed plans for lighting the inside of the containment for surface preparation, painting, and inspection shall be included for approval by the Resident.

Detailed plans for maintaining the environmental conditions required during coating application shall be required for approval by the Resident.

Detailed plans for the collection and removal of accidental spills or discharges shall be included for approval by the Resident.

Technical data sheets, specification sheets, any other information needed to thoroughly describe the containment plan, materials, and containment and ventilation equipment proposed for use shall also be included for approval by the Resident.

Environmental Protection Plan:

Thirty days prior to the initiation of on site work, the Contractor shall submit an Environmental Protection Plan which establishes programs for the monitoring activities that will be undertaken on the project.

Laboratory Qualifications. Provide the name of the laboratory and/or firm, that will be used for regulated area exposure monitoring, worker protection, high volume ambient air monitoring and/or soils sampling and analysis, as required. Provide documentation that this firm is American Industrial Hygiene Association (AIHA) accredited for metals analysis, and has successfully participated (previous 12 months at a minimum) in the AIHA ELPAT program.

Worker Protection Compliance Program. A written project-specific compliance program, prepared under the direction of, and signed and sealed by, a Certified Industrial Hygienist (CIH), for the protection of workers from lead, in accordance with 29 CFR 1926.62, and other toxic metals in the paint. Include the name, experience, and qualifications of the competent person who will be making routine inspections of project activities to ensure compliance with the program. If Subcontractors are operating under a separate program, include the program with the submittals.

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Surface Preparation:

All lead abatement shall be in compliance with OSHA 1926 Interim Lead Health and Safety Standards, Federal, State and local regulations.

The Contractor shall clean all areas that will require the removal of existing coating per SSPC SP1, SSPC SP3 and or SSPC SP 11 prior to any removal.

For all areas that require field touch up of the Galvanizing system, an SSPC SP11 surface preparation will be required.

- B) **Removal of Existing Debris.**
Remove and properly dispose of accumulated bird droppings, dirt, grease, and debris from all areas to be prepared and painted prior to undertaking any paint removal or surface preparation operations. All grease, oil and other foreign matter must be removed in accordance with SSPC SP-1, prior to any paint removal.
- C) **Sharp Edges and Steel Defects**
All fins, tears, slivers, scabs, laminations, etc., that are present on any steel member, or that become apparent during the blasting operation, shall be removed by grinding and the area shall then be reblasted to the specified profile. Immediately report to the Department any cracks or significant metal loss found in the structural steel.
- D) **Removal of Pack Rust**
Remove all rust scale on any surface and loose pack rust that has formed between structural members. Remove tight pack rust until the highest point is a minimum of 3 mm (1/8 inch) below the surface of the surrounding steel. Pay particular attention to the crevice areas at steel connection points.

Exercise extreme care to avoid any nicking or gouging of the steel during rust removal. Nicks and gouges are cause for a suspension of activities until appropriate adjustments are made to prevent a reoccurrence. Damage to steel shall be repaired by the Contractor as approved by and at no cost to the Department and no additional time will be added.

- E) **Compressed Air Cleanliness**
Provide compressed air that is free from moisture and oil contamination. Conduct a white blotter test in accordance with ASTM D 4285 to verify the cleanliness of the compressed air. Conduct the test at least once per shift for each compressor system. Sufficient freedom from oil and moisture is confirmed if soiling or discoloration are not visible on the paper.

If air contamination is evidenced, suspend operations and make adjustments as necessary to achieve clean, dry air.

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Mixing:

The coating shall be thoroughly mixed according to the manufacturer's recommendation. Thinning, if necessary, shall be per manufacturers recommendations.

Conditions for Coating:

All coating shall be applied and cured in accordance with the manufacturer's recommendations.

Paint Application:

Caulking is required to seal all gaps between abutting surfaces over 3 mm (1/8 inch) wide and areas of pack rust that cannot be removed, as directed by the Department. When the use of caulking is required the Contractor shall provide the name, generic type, technical data sheets, and application instructions for the material to the Department, and shall receive concurrence from the coating supplier that the caulking is compatible for use with the coating.

After the structural steel members have been prepared to the required surface preparation standard, all edges, nuts, bolt heads, ends of bolts, and corners shall be striped by brush painting with the primer coat. Coating material used for striping shall not exceed the coating manufacturers maximum recommended thinner amount. After the stripe coat has been accepted by the QA representative, the Contractor shall apply the full primer coat to all areas of the existing steel that had been prepared and cleaned. Dry film thickness measurements shall be taken and the DFT's of each area receiving primer coat shall be recorded, in accordance with the Steel Structures Painting Council, Paint Application #2 (SSPC PA-2). The dry film thickness of the primer shall be between the minimum and maximum manufacturer's recommendations. Any coat in excess of the maximum value per the manufacturer's recommended values shall be remedied to an acceptable condition at no additional cost to the Department, by methods acceptable to the manufacturer, and the Department.

Each coat of paint shall be applied in a neat and workmanlike manner. All coating shall take place inside the approved containment. The coating shall be applied smoothly and uniformly without film defects, in conformance with these specifications and applicable provisions of SSPC PA-1 and SSPC PA-2.

Field repairs to galvanizing shall be in accordance with Annex A1 or A3 of ASTM A780.

Skips, thin areas or other deficiencies shall be corrected before each succeeding coat is applied. The surface of the paint receiving additional coating shall be free from dust, grease, oil or any other contaminant which would prevent bonding.

Brushes, when used shall be of good quality so as not to leave bristles in the coating and have sufficient body and length of bristle to spread the coating in a uniform flow.

Rollers, when used, shall be of a type which will not leave a stippled texture or roller particles on the coated surface.

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The Contractor shall provide access and railing in compliance with OSHA standards for representatives of the Department to all work locations where cleaning or coating application may be in progress, for the purpose of inspection. The Contractor is responsible for providing adequate lighting for inspection purposes, at no additional cost to the Department.

If the coating is determined to be unsatisfactory, the structural steel shall be re-cleaned by the required specified method for that area and recoated with the required number of coats, at the Contractors expense.

Any damaged surfaces or surfaces with defects (runs, sags, skips, etc.) that are beyond the repair of the manufacturers recommendations shall be re-cleaned to an SSPC-SP11, cleaned and redone to the specified condition.

Samples for Testing:

The Department will randomly determine when the Contractor is to sample the coating material and have the coating material analyzed by an independent certified coating laboratory. This shall be at no additional cost to the Department. If the material fails the independent lab analysis, the Contractor shall remove and replace the coating to the specified conditions at no additional cost to the Department.

Protective Measures:

During surface preparation and field painting of the existing structural steel, the Contractor shall provide adequate safety measures for the protection of the public and surrounding area, against damage due to paint drippings, paint spatter, over-spray, falling objects, etc. The Contractor is fully responsible for property damage or personal injury which may result from operations incidental to surface preparation of the structural steel and the field application of the coating system. The coating system shall be protected at all times during application and curing to prevent contamination caused by construction or traffic activities.

No coating material shall be stored on the bridge structure, or under the bridge structure.

Inspections:

The Department will conduct Quality Assurance inspections for all phases of the work to verify that the Quality Control effort has produced work that meets the Specifications.

Inspection of the work shall include the minimum hold points:

Any time the relative humidity is at or above 85%, and the steel temp is not 5 degrees above the dew point.

- 1) Prior to start of work
- 2) Immediately following surface preparation
- 3) Immediately prior to application of the first coat
- 4) Acceptance of primer coat.

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The Contractor shall facilitate the inspection as required, allowing ample notice of inspections (minimum of ½hour notice), adequate time for inspections, and providing access to the work together with all necessary safety equipment needed by the Department to perform the inspections. The Contractor shall furnish and maintain, in proper working order, all equipment and instruments that are necessary to inspect all phases of the work.

The Contractor shall provide all of the inspection and testing equipment needed to verify the quality of the entire surface preparation and coating process, including mirrors to inspect hard to reach areas. This equipment shall be made available for use by the Department at all times. All equipment shall be properly maintained and kept in working order by the Contractor. The Contractor shall supply each of the Contractor's coating applicators with mirrors, flashlights and wet film thickness gauges, at no additional cost to the Department.

Waste Management:

The Contractor shall collect, store and dispose of all lead paint and related waste in compliance with all Federal, State and local laws and requirements. The procedures used for disposal shall conform to the latest requirements of Steel Structures Painting Council Guide 7, *Guide for the Disposal of Lead-Contaminated Surface Preparation Debris*. The Contractor shall have a copy of this guide available on site at all times. The Contractor shall also have a copy of the Maine Department of Environmental Protection's (DEP's) Handbook for Hazardous Waste Generators and a copy of the State of Maine Hazardous Waste Management Rules, 06-096 CMR Chapters 850-857, on site at all times. Thirty days prior to generating any waste, the Contractor shall submit their Waste Management Plan which shall include the Spill Prevention Control and Countermeasure Plan (SPCCP), to the Department for review and comment. Work shall not proceed until the Department has formally accepted the Plan as being complete.

The Department has "Small Quantity Generator-Plus (SQG-Plus)" hazardous waste status for all hazardous waste activities associated with this Contract, as defined by DEP in the Handbook for Hazardous Waste Generators. Except for an accumulation limit and site specific identification number, all requirements associated with SQG-Plus status apply. Given the temporary nature of the work, DEP has excluded the SQG-Plus accumulation rate restriction and permanent identification number for these bridge maintenance efforts as long as all other SQG-Plus requirements are fully complied with.

All hazardous waste shall be stored in US DOT approved, 55-gallon, labeled, banded, sealed, drums in an approved locking structure (i.e.: lockable container box) which has a firm, impervious, floor surface and secondary containment that is either 110% of the largest container or 20% of all containers, whichever is larger. All waste barrels must be labeled with the words "Hazardous Waste", the hazard (e.g., toxic, flammable, etc.), the start date, full date, site location and generator information. The lockable container must be labeled "Danger-Unauthorized Personnel Keep Out" and shall be locked at all times when not being accessed. No more than 1,320 pounds of hazardous waste may be stored at the site at any time. The waste storage locker must be inspected each operating day and a log must be maintained by the

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Contractor, and provided to the Department at the end of the project. The Contractor shall store all hazardous waste, in conformance with all other DEP and Federal Rules, including Chapter 851, Section 13, Part C(7)(i) and 40 CFR 2674.14. Hazardous wastes are limited to an on-site storage time of 180 days following the filling of a drum.

The Contractor shall test paint debris (including waste paint, personal protective equipment, gray water and spent solvents) to determine the appropriate disposal options. A minimum of one composite sample representative of each waste type must be collected and tested for Toxicity Characteristic Leaching Procedure (TCLP) constituents, in accordance with the procedures outlined in EPA SW846 Method 1311. The Department must be notified at least one week in advance of the date of sampling activities and provided the proposed protocol for sample collection. The Department shall witness the sampling. Chain-of-custody must be adhered to for sample removal. Certified TCLP test results shall be provided to the Department upon receipt by the Contractor.

The Contractor shall inform the Department at least one week in advance of planned date(s) for removal of hazardous waste from the job site. The Department shall obtain a provisional Environmental Protection Agency Identification Number prior to shipping any hazardous waste for disposal. This provisional number must be used by the Contractor to ship hazardous waste off site. The Contractor shall secure an MDOT approved transporter (e.g., Enpro Services, Inc., or Environmental Products, Inc.) licensed by DEP for transportation of hazardous waste. Preparation of all necessary forms is the responsibility of the Contractor. The Hazardous Waste Manifest must be approved and signed by the Department. An eight part, pre-numbered Uniform Hazardous Waste Manifest (EPA Form 8700-22) shall be prepared when shipping hazardous waste. The appropriate original sheets of the multi-part hazardous waste manifest must be provided to the Department and must be sent to the Departments Supervisor of Groundwater and Hazardous Waste Management, Environmental Office, State House Station #16, Augusta, Maine, 04330.

The Contractor shall have Aid Agreements with the local fire department, police department, hospital and hazardous waste spill responder. Copies of these agreements shall be provided to the department prior to generating any waste, in conformance with the DEP Rules, Chapter 851, Section 13, Part C (7)(c)(ii) and 40 CFR 264.37.

Failure of the Contractor to comply with this section shall result in the following:

- First finding of non conformity shall be a written warning which will include deadline for compliance.
- Second finding of non conformity shall be documented in writing, and all operations by the Contractor, except those needed to restore compliance, will be immediately suspended, until full compliance has been restored.
- Third and subsequent findings of non conformity will be documented in writing and all operations shall be immediately suspended, except those needed to restore compliance, until full compliance has been fully restored, and the Contractor

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assessed a penalty of \$10,000.00 per incident. If the Contractor fails to restore the project into compliance, additional fines shall be assessed.

All penalties assessed shall be in addition to any fines assessed by DEPIEPA for failing to comply to the Federal, State, or local regulations. The Contractor shall not be granted additional time for suspensions of work due to noncompliance.

MEASUREMENT AND PAYMENT

Method of Measurement:

No measurement shall be made.

Basis of Payment:

The entire cost of coating protection shall be considered incidental to the cost of work under the specific Items where the protective coating is applied.

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SPECIAL PROVISION
SECTION 523
Remove and Replace Suspension Bridge Bearing

Description:

The work shall consist of replacing steel bearings at locations as described in the Contract Documents and/or as directed by the Resident.

The work shall also include furnishing, installing, maintaining and removing temporary support of the expansion joint support beam for the performance of these repairs.

This work shall be done in conformance with the Maine DOT Standard Specifications, Sections 504 – *Structural Steel*, 523 – *Bearings* and 524 – *Temporary Structural Supports*, except as modified by the Contract Documents. It is the intent and purpose of this special provision to cover and include all tools, equipment, materials, supplies, and labor necessary to complete the work described herein. Any incidental equipment, materials, supplies, or labor, not specifically mentioned herein, which may be found necessary to complete the work in a substantial manner, shall be incidental to these payment items.

Submittals:

All the requirements of the Standard Specifications, Section 504 - *Structural Steel* and Section 523 – *Bearings* shall be met, except as modified by these Contract Documents.

Shop drawings for new bolts will not be required; however, material certification requirements of the Standard Specifications, Division 700, shall be met.

Materials and Workmanship:

Materials shall meet the requirements specified in the following Sections of the Standard Specifications, Division 700 – *Materials*, except where modified by these Contract Documents:

- 713.01 Structural Steel
- 713.02 High Strength Bolts

Epoxy Paste:

Epoxy Paste for filling fastener holes F shall be a solvent free, moisture tolerant, epoxy paste adhesive system. The epoxy paste shall be developed specifically for filling, smoothing, sealing, or fairing applications on metals. The paste shall be applied in strict accordance with the manufacturer's latest written instructions. The Contractor shall take the required precautions, as recommended by the manufacturer. An acceptable product shall be ITW Philadelphia Resins Repair Compound manufactured by ITW Philadelphia Resins, 130 Commerce Drive, Montgomeryville, PA 18936, Tel: (215) 855-8450, Fax: (215) 855-4688, Email: sales@itwprc.com, Web Site: www.philadelphiarresins.com, or an approved equal.

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Cleaning and painting material and workmanship shall meet the requirements of Section 506 *Field and Touch-up Painting* and Section 506 *Shop Applied Protective Coating-Steel* of these Special Provisions.

Construction Methods:

Prior to the performance of work on this Item, the Contractor shall submit proposed temporary support design and procedure to the Resident for approval. This submission shall be prepared by, and bear the signature and seal of, a Professional Engineer licensed in the State of Maine. The temporary support shall meet the requirements described in the Contract Drawings.

The installation of new structural steel to existing structural steel shall be accomplished so that the structural integrity of the existing structure is maintained at all times.

During performance of these repairs, the travel lane above the work area shall be closed to traffic. Construction vehicles shall not be located within the span of the bearing being replaced.

Existing rivets and bolts shall be removed by drilling, chiseling, or other mechanical methods as approved by the Resident. Care shall be taken to ensure that removal of existing fasteners causes no damage to the connected elements to remain. The removal of rivets by burning or heating will NOT be permitted without specific approval by the Resident in writing

Open rivet holes to receive new high strength bolts shall be properly sized to 1/16" diameter larger than the proposed bolts. In the event that upon removal of the existing fastener the hole is out of round, or the connected elements have been reduced in section by corrosion to the extent that adequate provisions cannot be made by cleaning them, the hole shall be drilled and reamed as required to provide full section of metal in the connection elements, and a high strength bolt, 1/16" smaller than the finished diameter of the hole shall be furnished and installed.

Method of Measurement:

Measurement shall be made by the number, EACH, of steel bearings replaced and accepted by the Resident.

Basis of Payment:

The work under this Section shall be paid for at the Contract Unit Price Bid, EACH, under Section 523, which price shall include full compensation for all materials, transportation, tools, equipment, and labor required to perform the work as specified herein, as shown on the contract drawings, and/or as directed by the Resident.

| <u>Pay Item</u> | | <u>Pay Unit</u> |
|-----------------|--|-----------------|
| 523.32 | Remove and Replace Suspension Bridge Bearing | EA |

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
(42" Cones)

652.7 Method of Measurement. This Subsection is revised by the addition of the following:

42" Cones will be measured per each unit.

652.8 Basis of Payment. This Subsection is revised by the addition of the following:

| <u>Pay Item</u> | <u>Pay Unit</u> |
|-------------------|-----------------|
| 652.342 42" Cones | Each |

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
(Traffic Control)

Failure by the contractor to follow the Contracts 652 Special Provisions and Standard Specification and/or The Manual on Uniform Traffic Control Devices (MUTCD) and/or The Contractors own Traffic Control Plan will result in a violation letter and result in a reduction in payment as shown in the schedule below. The 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. Any reduction in payment under this Special Provision will be in addition to forfeiting payment of maintenance of traffic control devices for that day.

**ORIGINAL CONTRACT
AMOUNT**

| <u>From</u> <u>More Than</u> | <u>Up to and</u> <u>Including</u> | <u>Amount of Penalty Damages per Violation</u> | | |
|---|--|---|------------------------------|---|
| | | <u>1st</u> | <u>2nd</u> | <u>3rd & Subsequent</u> |
| \$0 | \$1,000,000 | \$250 | \$500 | \$1,250 |
| \$1,000,000 | \$2,000,000 | \$500 | \$1,000 | \$2,500 |
| \$2,000,000 | \$4,000,000 | \$1,000 | \$2,000 | \$5,000 |
| \$4,000,000 | and more | \$2,000 | \$4,000 | \$10,000 |

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
Construction Sign Sheeting Material

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

SPECIAL PROVISION**SECTION 656**

Temporary Soil Erosion and Water Pollution Control

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

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

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

<http://www.maine.gov/mdot/env/documents/pdf/bmp2008/BMP2008full.pdf>

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

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

SPECIAL PROVISION

SECTION 656

Temporary Soil Erosion and Water Pollution Control

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

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

STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at:

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

| <u>Detail #</u> | <u>Description</u> | <u>Revision Date</u> |
|------------------------|--|-----------------------------|
| 203(03) | Backslope Rounding | 1/29/08 |
| 502(03) | Concrete Curb - Bituminous Wearing Surface | 8/08/11 |
| 502(03)A | Concrete Curb - Concrete Wearing Surface | 2/2/09 |
| 502(07) | Precast Concrete Deck Panels - Layout Plan | 2/2/09 |
| 502(07)A | Precast Concrete Deck Panels - Layout Plan | 2/2/09 |
| 502(08) | Precast Concrete Deck Panels - Panel Plan | 2/2/09 |
| 502(09) | Precast Concrete Deck Panels - Blocking Detail | 2/2/09 |
| 502(10) | Precast Concrete Deck Panels | 2/2/09 |
| 502(11) | Precast Concrete Deck Panels | 2/2/09 |
| 502(12) | Precast Concrete Deck Panels - Notes | 10/28/09 |
| 502(12)A | Precast Concrete Deck Panels - Notes | 2/2/09 |
| 504(15) | Diaphragms | 5/19/11 |
| 504(21) | Tension Flange Connection for Diaphragm and Cross Frames | 10-11-12 |
| 504(22) | Diaphragm & Crossframe Notes | 10/11/12 |
| 504(23) | Hand-Hold Details | 12/08/05 |
| 502(24) | Hand-Hold Details | 10/11/12 |
| 507(04) | Steel Bridge Railing | 2/05/03 |
| 507(09) | Steel Bridge Railing | 5/19/11 |

| | | |
|----------|--|----------|
| 507(09)A | Steel Bridge Railing | 5/19/11 |
| 526(06) | Permanent Concrete Barrier | 2/2/09 |
| 526(08) | Permanent Concrete Barrier – Type IIIA | 10/07/10 |
| 526(08)A | Permanent Concrete Barrier – Type IIIA | 12/07/10 |
| 526(13) | Permanent Concrete Barrier – Type IIIB | 2/2/09 |
| 526(14) | Permanent Concrete Barrier – Type IIIB | 2/2/09 |
| 526(21) | Concrete Transition Barrier | 2/2/09 |
| 526(33) | Concrete Transition Barrier | 8/18/03 |
| 526(39) | Texas Classic Rail – Between Window | 2/2/09 |
| 526(40) | Texas Classic Rail – Through Window | 2/2/09 |
| 526(41) | Texas Classic Rail – Through Post | 2/2/09 |
| 526(42) | Texas Classic Rail – Through Nose | 2/2/09 |
| 535(01) | Precast Superstructure - Shear Key | 10/12/06 |
| 535(02) | Precast Superstructure - Curb Key & Drip Notch | 5/20/08 |
| 535(03) | Precast Superstructure - Shear Key | 12/5/07 |
| 535(04) | Precast Superstructure - Shear Key | 12/05/07 |
| 535(05) | Precast Superstructure - Post Tensioning | 5/20/08 |
| 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 | 12/05/07 |
| 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(03) | Guardrail Standard Detail | 9/19/12 |
| 606(07) | Reflectorized Beam Guardrail Delineator Details | 11/16/05 |
| 606(20) | Guardrail - Type 3 - Single Rail - Bridge Mounted | 2/2/09 |
| 606(21) | Guardrail - Type 3 - Single Rail - Bridge Mounted | 2/2/09 |
| 606(22) | Guardrail - Type 3 - Single Rail - Bridge Mounted | 2/2/09 |
| 606(23) | Guardrail - Type 3 - Single Rail - Bridge Mounted | 2/2/09 |
| 609(03) | Curb Type 3 | 6/27/06 |
| 609(06) | Vertical Bridge Curb | 2/12/09 |
| 609(07) | Curb Type 1 | 6/27/06 |

| | | |
|---------|---|----------|
| 609(08) | Precast Concrete Transition Curb | 2/2/09 |
| 610(02) | Stone Scour Protection | 8/9/11 |
| 610(03) | Stone Scour Protection | 5/19/11 |
| 610(04) | Stone Scour Protection | 5/19/11 |
| 620(05) | Geotextile Placement for Protection of Slopes Adjacent to Stream & Tidal Areas | 5/19/11 |
| 626(09) | Electrical Junction Box for Traffic Signals and Lighting | 8/27/10 |
| 645(06) | H-Beam Posts – Highway Signing | 7/21/04 |
| 645(09) | Installation of Type II Signs | 7/21/04 |
| 801(01) | Drives on Sidewalk Sections | 12/13/07 |
| 801(02) | Drives on Non-Sidewalk Sections | 12/13/07 |

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

SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions

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

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

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

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

SECTION 102
DELIVERY OF BIDS

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

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

SECTION 103
AWARD AND CONTRACTING

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

SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

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

SECTION 105 GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

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

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

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

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

105.6.3 Survey Quality Assurance It is the Department's prerogative to perform construction survey quality assurance. Construction survey quality assurance may, or may not, be performed by the Department. Construction survey quality assurance is generally defined as an independent check of the construction survey quality control. The construction survey

quality assurance process may involve physically checking the Contractor’s construction survey layout using independent survey data, or may simply involve reviewing the construction survey quality control written documentation. If the Department elects to physically check the Contractor’s survey layout, the Contractor’s designated surveyor may be required to be present. The Department will provide a minimum notice of 48 hours to the Contractor, whenever possible, if the Contractor’s designated surveyor’s presence is required. Any errors discovered through the quality assurance process shall be corrected by the Contractor, at no additional cost to the Department.

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

SECTION 106
QUALITY

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

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

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

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

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

SECTION 107
TIME

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

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

| From More Than | Up to and Including | Amount of Liquidated Damages per Calendar Day |
|-------------------|------------------------|--|
| \$0 | \$100,000 | \$225 |

| | | |
|-------------|-------------|---------|
| \$100,000 | \$250,000 | \$350 |
| \$250,000 | \$500,000 | \$475 |
| \$500,000 | \$1,000,000 | \$675 |
| \$1,000,000 | \$2,000,000 | \$900 |
| \$2,000,000 | \$4,000,000 | \$1,000 |
| \$4,000,000 | and more | \$2,100 |

SECTION 108
PAYMENT

Remove Section 108.4 and replace with the following:

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

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

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

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

SECTION 109
CHANGES

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

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

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

109.5.1 Definitions - Types of Delays

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

109.7.2 Basis of Payment Replace with the following: “Adjustments will be established by mutual Agreement based upon Unit or Lump Sum Prices. These agreed Unit or Lump Sum prices will be full compensation and no additions or mark-ups are allowed. 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 Delete this Section entirely.

109.7.4 Non-Compensable Items Replace with the following: “The Contractor is not entitled to compensation or reimbursement for any of the following items:

- A. Total profit or home office overhead in excess of 15%,
- B.”

109.7.5 Force Account Work

C. Equipment

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

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

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

Add the following section;

F. Subcontractor Work When accomplishing Force Account Work that utilizes Subcontractors, the Contractor will be allowed a maximum markup of 5% for profit and overhead on the Subcontractor’s portion of the Force Account Work. If the Department does not accept the Subcontractor quote, then the Subcontractor work will be subject to the Force Account provisions with a 5% markup for profit & overhead..”

SECTION 110

INDEMNIFICATION, BONDING, AND INSURANCE

Delete the entire Section 110.2.3 and replace with the following:

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

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

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

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

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

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

SECTION 202 REMOVING STRUCTURES AND OBSTRUCTIONS

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

SECTION 203 EXCAVATION AND EMBANKMENT

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

Delete the entire Section 203.041 and replace with the following:

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

Methods of utilization may be any of the following:

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

2. Used as the top 3” of gravel. Recycled Asphalt Pavement (RAP) shall be process to 1½” minus and blending will not be allowed. When this method is utilized, a surcharge will not be required

3. Stockpiled at commercial or approved sites for commercial or MaineDOT use.

4. Other approved methods proposed by the Contractor, and approved by the Resident which will assure proper use of the existing hot mix asphalt pavement.

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

SECTION 502 STRUCTURAL CONCRETE

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

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

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

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

502.10 Forms and False work

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

502.11 Placing Concrete

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

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

Second paragraph; delete the first two sentences.

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

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

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

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

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

SECTION 503

REINFORCING STEEL

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

SECTION 504

STRUCTURAL STEEL

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

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

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

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

SECTION 535

PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

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

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

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

SECTION 603

PIPE CULVERTS AND STORM DRAINS

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

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

SECTION 604

MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

“Tops and Traps

712.07

| | |
|-------------------------------|---------|
| Corrugated Metal Units | 712.08 |
| Catch Basin and Manhole Steps | 712.09” |

SECTION 605
UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

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

SECTION 606
GUARDRAIL

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

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

SECTION 609
CURB

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

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

Add the following paragraph to Section 610.02:

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

| | |
|----------------------------|--------|
| Stone Fill | 703.25 |
| Plain and Hand Laid Riprap | 703.26 |
| Stone Blanket | 703.27 |
| Heavy Riprap | 703.28 |

Definitions

703.32”

Add the following paragraph to Section 610.032.a.

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

Add the following paragraph to Section 610.032.b:

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

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

SECTION 615

LOAM

615.02 Materials Make the following change:

Organic Content

Humus

Percent by Volume

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

SECTION 618

SEEDING

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

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

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

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

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

SECTION 620

GEOTEXTILES

620.03 Placement Section (c)

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

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.
Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

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

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

620.09 Basis of Payment

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

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

SECTION 621
LANDSCAPING

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

SECTION 626
HIGHWAY SIGNING

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

SECTION 627
PAVEMENT MARKINGS

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

SECTION 637
DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to

suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control.”

SECTION 639 ENGINEERING FACILITIES

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

Description Change “Floor Area” to “Floor Area (Outside Dimension)”. Change Type B floor area from “15 (160)” to “20 (217)”.

639.09 Telephone Paragraph 1 is amended as follows:

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

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

SECTION 652 MAINTENANCE OF TRAFFIC

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

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

FAP elements shall be capable of at least a 50 percent dimming from full brilliance. Full brilliance should be used for daytime operation and the dimmed mode shall be used for nighttime operation. FAP shall be at least 2.4 M x 1.2 M [96” x 48”] and finished in non-

reflective black. The FAP shall be interpretable for a distance not less than 1.6 km [1 mile].

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

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

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

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

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

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

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

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

Change a. in the list of requirements to: "a. The name, telephone number, and other contact numbers (cellular phone, pager, if any) of the Contractor's Traffic Control Supervisor (the person with overall responsibility for following the TCP), who has received Work Zone Traffic Control Training commensurate with the level of responsibility shown in the requirements of the Contract, and who is empowered to immediately resolve any work zone traffic control deficiencies or issues. Provide documentation that the Traffic Control Supervisor has completed a Work Zone Traffic Control Training Course (AGC, ATSSA, or other industry-recognized training), and a Supervisory refresher training every 5 years thereafter. Submit the course name, training entity, and date of training.

Traffic Control Training Course curriculum must be based on the standards and guidelines of the MUTCD and must include, at a minimum, the following:

1. Parts of Temporary Traffic Control Zone
2. Appropriate use and spacing of signs
3. Use and spacing of channelizing devices
4. Flagging basics
5. Typical examples and applications

The Traffic Control Supervisor, or designee directly overseeing physical installation, adjustment, and dismantling of work zone traffic control, will ensure all personnel performing

those activities are trained to execute the work in a safe and proper manner, in accordance with their level of decision-making and responsibility.”

Add the follow to the list of requirements: “k. The plan for unexpected nighttime work along with a list of emergency nighttime equipment available on-site.”

In the last paragraph add the following as the second sentence: “The Department will review and provide comments to the Contractor within 14 days of receipt of the TCP.” Add the following as the last sentence: “The creation and modification of the TCP will be considered incidental to the related 652 items.”

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

652.4 Flaggers Replace the first paragraph with the following; “The Contractor shall furnish flaggers as required by the TCP or as otherwise specified by the Resident. All flaggers must have successfully completed a flagger test approved by the Department and administered by a Department-approved Flagger-Certifier who is employing that flagger. All flaggers must carry an official certification card with them while flagging that has been issued by their employer. Flaggers shall wear safety apparel meeting ANSI 107-2004 Class 2 risk exposure that clearly identifies the wearer as a person, and is visible at a minimum distance of 300 m [1000 ft], and shall wear a hardhat with 360° retro-reflectivity. For nighttime conditions, Class 3 apparel, meeting ANSI 107-2004, shall be worn along with a hardhat with 360° retro-reflectivity. Retro-reflective or flashing SLOW/STOP paddles shall be used, and the flagger station shall be illuminated to assure visibility in accordance with 652.6.2.”

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. If the flaggers are receiving the appropriate breaks, breaker flagger(s) shall be paid starting 2 hours after the work begins and ending 2 hours before the work ends. A maximum of 1 breaker per 6 flaggers will be paid. (1 breaker flagger for 2 to 6 flaggers, 2 breaker flaggers for 7 to 12 flaggers, etc)”

Add the following:

“652.5.1 Rumble Strip Crossing When lane shifts or lane closures require traffic to cross a permanent longitudinal rumble strip for 7 calendar days or less, the Contractor shall install warning signs that read “RUMBLE STRIP CROSSING” with a supplemental Motorcycle Plaque, (W8-15P).

When lane shifts or lane closures require traffic to cross a permanent longitudinal rumble strip for more than 7 calendar days, the Contractor shall pave in the rumble strips in the area that

traffic will cross, unless otherwise directed by the Resident. Rumble strips shall be replaced prior to the end of the project, when it is no longer necessary to cross them.”

652.6 Nightwork Delete this section entirely and replace with the following:

“652.6.1 Daylight Work Times Unless otherwise described in the Contract, the Contractor is allowed to commence work and end work daily according to the Sunrise/Sunset Table at: <http://www.sunrisesunset.com/usa/Maine.asp> . If the Project town is not listed, the closest town on the list will be used as agreed at the Preconstruction Meeting. Any work conducted before sunrise or after sunset will be considered Night Work.

652.6.2 Night Work When Night Work occurs (either scheduled or unscheduled), the Contractor shall provide and maintain lighting on all equipment and at all work stations.

The lighting facilities shall be capable of providing light of sufficient intensity to permit good workmanship, safety and proper inspection at all times. The lighting shall be cut off and arranged on stanchions at a height that will provide perimeter lighting for each piece of equipment and will not interfere with traffic, including commercial vehicles, approaching the work site from either direction.

The Contractor shall have available portable floodlights for special areas.

The Contractor shall utilize padding, shielding or other insulation of mechanical and electrical equipment, if necessary, to minimize noise, and shall provide sufficient fuel, spare lamps, generators, etc. to maintain lighting of the work site.

The Contractor shall submit, as a subset of the Traffic Control Plan, a lighting plan at the Preconstruction Conference, showing the type and location of lights to be used for night work. The Resident may require modifications be made to the lighting set up in actual field conditions.

Prior to beginning any Night Work, the Contractor shall furnish a light meter for the Residents use that is capable of measuring the range of light levels from 5 to 20 foot-candles.

Horizontal illumination, for activities on the ground, shall be measured with the photometer parallel to the road surface. For purposes of roadway lighting, the photometer is placed on the pavement. Vertical illumination, for overhead activities, shall be measured with the photometer perpendicular to the road surface. Measurements shall be taken at the height and location of the overhead activity.

Night Work lighting requirements:

Mobile Operations: For mobile-type operations, each piece of equipment (paver, roller, milling machine, etc) will carry indirect (i.e. balloon type) lights capable of producing at least 10 foot-candles of lighting around the work area of the equipment.

Fixed Operations: For fixed-type operations (flaggers, curb, bridge, pipes, etc.), direct (i.e. tower) lighting will be utilized capable of illuminating the work area with at least 10 foot-candles of light.

Hybrid Operations: For hybrid-type operations (guardrail, sweeping, Inslope excavation, etc.), either direct or indirect lighting may be utilized. The chosen lights must be capable of producing at least 10 foot-candles of light around the work area of the equipment

Inspection Operations: Areas required to be inspected by the Department will require a minimum of 5 foot-candles of lighting. This may be accomplished through direct or indirect means.

All workers shall wear safety apparel labeled as meeting the ANSI 107-2004 standard performance for Class 3 risk exposure.

The Contractor shall apply 2- inch wide retro-reflective tape, with alternating red and white segments, to outline the front back and sides of construction vehicles and equipment, to define their shape and size to the extent practicable. Pickup trucks and personal vehicles are exempt from this requirement. The Contractor shall furnish approved signs reading "Construction Vehicle - Keep Back" to be used on trucks hauling to the project when such signs are deemed necessary by the Resident. The signs shall be a minimum of 30 inches by 60 inches, Black and Orange, ASTM D 4956 - Type VII, Type VIII, or Type IX (prismatic).

All vehicles used on the project, including pickup trucks and personal vehicles, shall be equipped with amber flashing lights, visible from both front and rear, or by means of single, approved type, revolving, flashing or strobe lights mounted so as to be visible 360°. The vehicle flashing system shall be in continuous operation while the vehicle is on any part of the project.

The Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Failure to follow the approved Lighting Plan will result in a Traffic Control violation.

Payment for lighting, vehicle mounted signs and other costs accrued because of night work will not be made directly but will be considered incidental to the related contract items."

652.8.2 Other Items Replace the first paragraph with the following: "The accepted quantities of flagger hours will be paid for at the contract unit price per hour for each flagging station occupied excluding lunch breaks, and for each approved breaker flagger. Overtime hours, as reported on the certified payrolls, will be paid an additional 30% of the bid price for 652.38. The computation and additional payment for overtime hours will occur during the project close-out process and will be paid as additional hours of 652.38 to the nearest ¼ hour. The contract unit price shall be full compensation for hiring, transporting, equipping, supervising, and the payment of flaggers and all overhead and incidentals necessary to complete the work." Replace the last paragraph with the following: "There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time."

SECTION 653 POLYSTYRENE PLASTIC INSULATION

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

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

SECTION 656

TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: "Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor's own Soil Erosion and Water Pollution Control Plan (SEWPCP) will result in a violation letter and a reduction in payment as shown in the schedule below. 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.

ORIGINAL CONTRACT AMOUNT

| <u>From</u> <u>More Than</u> | <u>Up to and</u> <u>Including</u> | <u>Amount of Penalty Damages per Violation</u> | | |
|---------------------------------|--------------------------------------|--|-----------------------|--|
| | | <u>1st</u> | <u>2nd</u> | <u>3rd & Subsequent</u> |
| \$0 | \$1,000,000 | \$250 | \$500 | \$1,250 |
| \$1,000,000 | \$2,000,000 | \$500 | \$1,000 | \$2,500 |
| \$2,000,000 | \$4,000,000 | \$1,000 | \$2,000 | \$5,000 |
| \$4,000,000 | and more | \$2,000 | \$4,000 | \$10,000" |

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 (January 2009 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 (January 2009 version) except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the 12.5mm [1/2 inch] sieve and is retained on the 2.00mm [No 10] sieve, minus any reclaimed asphalt pavement used.”

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

AGGREGATE GRADATION CONTROL POINTS

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

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

GRADATION CLASSIFICATION

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

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

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

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

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

Replace subsections 703.25 through 703.28 with the following:

703.25 Stone Fill Stones for stone fill shall consist of hard, sound, durable rock that will not disintegrate by exposure to water or weather. Stone for stone fill shall be angular and rough. Rounded, subrounded, or long thin stones will not be allowed. Stone for stone fill may be obtained from quarries or by screening oversized rock from earth borrow pits. The maximum allowable length to thickness ratio will be 3:1. The minimum stone size (10 lbs) shall have an average dimension of 5 inches. The maximum stone size (500 lbs) shall have a maximum dimension of approximately 36 inches. Larger stones may be used if approved by the Resident. Fifty percent of the stones by volume shall have an average dimension of 12 inches (200 lbs).

703.26 Plain and Hand Laid Riprap Stone for riprap shall consist of hard, sound durable rock that will not disintegrate by exposure to water or weather. Stone for riprap shall be angular and rough. Rounded, subrounded or long thin stones will not be allowed. The maximum allowable length to width ratio will be 3:1. Stone for riprap may be obtained from quarries or by screening oversized rock from earth borrow pits. The minimum stone size (10 lbs) shall have an average dimension of 5 inches. The maximum stone size (200 lbs) shall have an average dimension of approximately 12 inches. Larger stones may be used if approved by the Resident. Fifty percent of the stones by volume shall have an average dimension greater than 9 inches (50 lbs).

703.27 Stone Blanket Stones for stone blanket shall consist of sound durable rock that will not disintegrate by exposure to water or weather. Stone for stone blanket shall be angular and rough. Rounded or subrounded stones will not be allowed. Stones may be obtained from

quarries or by screening oversized rock from earth borrow pits. The minimum stone size (300 lbs) shall have minimum dimension of 14 inches, and the maximum stone size (3000 lbs) shall have a maximum dimension of approximately 66 inches. Fifty percent of the stones by volume shall have average dimension greater than 24 inches (1000 lbs).

703.28 Heavy Riprap Stone for heavy riprap shall consist of hard, sound, durable rock that will not disintegrate by exposure to water or weather. Stone for heavy riprap shall be angular and rough. Rounded, subrounded, or thin, flat stones will not be allowed. The maximum allowable length to width ratio will be 3:1. Stone for heavy riprap may be obtained from quarries or by screening oversized rock from earth borrow pits. The minimum stone size (500 lbs) shall have minimum dimension of 15 inches, and at least fifty percent of the stones by volume shall have an average dimension greater than 24 inches (1000 lbs).”

Add the following paragraph:

“703.32 Definitions (ASTM D 2488, Table 1).

Angular: Particles have sharp edges and relatively plane sides with unpolished surfaces

Subrounded: Particles have nearly plane sides but have well-rounded corners and edges

Rounded: Particles have smoothly curved sides and no edges”

SECTION 706

NON-METALLIC PIPE

706.06 Corrugated Polyethylene Pipe for Underdrain, Option I and Option III Culvert Pipe Change the first sentence from “...300 mm diameters to 900 mm” to “...300 mm diameters to 1200 mm” Delete, in its’ entirety, the last sentence which begins “This pipe and resins...” and replace with the following; “Manufacturers of corrugated polyethylene pipe must participate in, and maintain compliance with, AASHTO’s National Transportation Product Evaluation Program (www.ntpep.org) which audits producers of plastic pipe. A certificate of compliance must be provided with each shipment.”

SECTION 708

PAINTS AND PRESERVATIVES

708.03 Pavement Marking Paint Change the first sentence from “...AASHTO M248” to “...the Maine DOT Maintenance Fast-Dry Water-Based Traffic Paint on file at the Traffic Section in Augusta”. Delete, in its’ entirety, the last sentence.

SECTION 709

REINFORCING STEEL AND WELDED STEEL WIRE FABRIC

709.03 Steel Strand Change the second paragraph from “...shall be 12mm [$\frac{1}{2}$ inch] AASHTO M203M/M203 (ASTM A416/A416M)...” to “...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)...”

SECTION 710

FENCE AND GUARDRAIL

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

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

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

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

The engineer may take one piece of guardrail, a backup plate, and end or buffer section from each 200 pieces in a lot, or from each lot if less than 200 pieces are included therein for determination of compliance with specification requirements. If one piece fails to conform to the requirements of this specification, two other pieces shall be tested. If either of these pieces fails to conform to the requirements of this specification, the lot of material represented by these samples shall be rejected. A lot shall be considered that quantity of material offered for inspection at one time that bears the same heat and coating identification.”

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

SECTION 712 MISCELLANEOUS HIGHWAY MATERIALS

712.04 Stone Curbing and Edging Delete the existing and replace with the following: “Stone for curbing and edging shall be approved granite from acceptable sources. The stone shall be hard and durable, predominantly gray in color, free from seams that would be likely to impair its structural integrity, and of a smooth splitting character. Natural grain size and color variations characteristic of the source deposit will be permitted. Such natural variations may include bands or clusters of mineral crystallization provided they do not impair the structural integrity of the curb stone. The Contractor shall submit for approval the name of the quarry that is the proposed source of the granite for curb materials along with full scale color photos of the granite. Such submission shall be made sufficiently in advance of ordering so that the Resident may have an opportunity to judge the stone, both as to quality and appearance. Samples of curbing shall be submitted for approval only when requested by the Resident. The dimensions, shape, and other details shall be as shown on the plans.”

712.06 Precast Concrete Units In the first paragraph, change “...ASTM C478M...” to “...AASHTO M199...” Delete the second paragraph and replace with the following; “Approved structural fibers may be used as a replacement of 6 x 6 #10 gauge welded wire fabric when used at an approved dosage rate for the construction of manhole and catch basin units. The material used shall be one of the products listed on the Maine Department of Transportation’s Approved Product List of Structural Fiber Reinforcement.” Delete the fifth paragraph and replace with the following; “The concrete mix design shall be approved by the Department. Concrete shall contain 6% air content, plus or minus 1½% tolerance when tested according to AASHTO T152. All concrete shall develop a minimum compressive strength of 28 MPa [4000 psi] in 28 days when tested according to AASHTO T22. The absorption of a

specimen, when tested according to AASHTO T280, Test Method “A”, shall not exceed nine percent of the dry mass.”

Add the following:

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

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

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

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

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

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

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

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

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

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

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

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

low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [$\frac{1}{2}$ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

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

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

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

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

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

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

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

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

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

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

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

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

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

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [$\frac{1}{2}$ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set

on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [3/4 in] shall show in the joint for the full exposed height.

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

SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

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

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

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

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

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

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

SECTION 722 GEOTEXTILES

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

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

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

APPENDIX A TO DIVISION 100

SECTION 1 - BIDDING PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 - FEDERAL EEO AND CIVIL RIGHTS REQUIREMENTS

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

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

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

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

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

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

Validate all tests and other selection requirements.

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.

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.

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.

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.

Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

C. Goals for Employment of Women and Minorities Per Executive Order 11246, craft tradesperson goals are 6.9% women and .5% minorities employed. However, goals may be

adjusted upward at the mutual agreement of the Contractor and the Department. Calculation of these percentages shall not include On-the-Job Training Program trainees, and shall not include clerical or field clerk position employees.

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

Start of GOALS FOR EMPLOYMENT OF 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:

| | |
|---|------|
| <u>Goals for female participation in each trade</u> | 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 (Androscoggin) | 0.5% |
| 6403 Portland, ME (Cumberland, Sagadahoc) | 0.6% |
| Non-SMSA Counties: (Franklin, Kennebec, Knox, Lincoln, Oxford, Somerset, York) | 0.5% |

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

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 be 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 Intermodal 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 MaineDOT 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 MaineDOT 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 MaineDOT or from sources designated by MaineDOT. 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 MaineDOT 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 MaineDOT 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 MaineDOT, with the concurrence of the Division Administrator, that such placement is the most economical or that the environment would be substantially enhanced without excessive cost. Discussion of the mandatory use of a disposal site in the environmental document may serve as the basis for the public interest finding.

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

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

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

C. Standard FHWA Contract Provisions - FHWA 1273

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

Start of FHWA 1273 REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS (As revised through May 1, 2012)

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination

- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, 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.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) 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 provisions of the Americans with 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 contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program 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 minorities and women.

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 minorities and women 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 minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women 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, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such 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 its 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 their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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 employees who are minorities and women 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 good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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 good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith 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 contracting agency 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 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 minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with

Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. 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. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor 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 contracting agency deems appropriate.

11. 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 the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours 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; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of 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 FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to

such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the

classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the

registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) 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 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the

contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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 contracting agency. 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 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased 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 or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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 or propose 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 VI 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 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 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 contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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 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. 3704).

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.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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, Form FHWA-1022 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:

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 under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier 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 first tier 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 first tier 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 contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier 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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 entering into this transaction.

g. The prospective first tier 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 Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective 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.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-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;

(3) 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 (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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 exceeding the \$25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Participants:**

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 participating in covered transactions 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.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant 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.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR
APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL
ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

End of FHWA 1273



Environmental Summary Sheet

WIN: 10062.10

Date Submitted: 4/11/13

Town: Deer Isle-Sedgewick

CPD Team Leader: Kristen Chamberlain

ENV Field Contact: Ryan Annis

NEPA Complete: 4/11/13-Individual Categorical Exclusion

Section 106

SHPO Concurrence-No Adverse Effect

Section 106 Resources: The bridge is NR-eligible. No adverse effect based on project scope that will not change shape texture, color or overall appearance of the structure in any way.

Section 4(f) and 6(f)

Section 4(f)

Review Complete-no use

Section 6(f)

Not Applicable

Maine Department of Inland Fisheries and Wildlife Essential Habitat

Not Applicable

Timing Window: Not Applicable

Section 7

No Effect

Species of Concern: Atlantic Salmon DPS and Atlantic sturgeon

Comments/References: No Effect based on scope that does not include in-water work.

Maine Department of Conservation/Public Lands, Submerged Land Lease

Not Applicable

Maine Land Use Regulation Commission

N/A

Maine Department of Environmental Protection

Not Applicable

Army Corps of Engineers, Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.

Not Applicable

Stormwater Review

N/A

Special Provisions Required

Special Provision 105-Timing of Work Restriction

N/A

Applicable

Special Provision 656-Erosion Control Plan

N/A

Applicable

Special Provision 203-Dredge Spec

N/A

Applicable

General Note for Hazardous Waste

N/A

Applicable

Special Provision 203-Hazardous Waste

N/A

Applicable

Special Provision 105.9

N/A

Applicable

*All permits and approvals based on plans/scope as of:4/5/13