

Updated 11/05/14

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, November 2014 Edition.*

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 plan holders 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 fill out the on-line plan holder registration form and provide an email address to 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 submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. RFI’s may be faxed to 207-624-3431, submitted electronically through the Departments web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to RFI-Contracts.MDOT@maine.gov.

These are the only allowable mechanisms 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.

When submitting RFIs by Email please follow the same guidelines as stated on the “Request for Information” form and include the word “RFI” along with the Project name and Identification number in the subject line.

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 <http://www.maine.gov/mdot/civilrights/dbe.htm>

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

FHWA DBE GOAL NOTICE FFY 2013-15
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/civilrights/dbe.htm>

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
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>**

Rev. 05/13

Maine Department of Transportation Civil Rights Office

Directory of Certified Disadvantaged Business Enterprises

Listing can be found at:

<http://www.maine.gov/mdot/civilrights/dbe.htm>

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 listing.

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 Webster Avenue Bridge Replacement in the city of **BANGOR**" 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 September 9, 2015 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. AC-IM-1931(100)E, WIN 019311.00

Location: In Penobscot County, project is located on Interstate 395 Eastbound & Westbound over Webster Avenue.

Scope of Work: Webster Avenue Bridge Replacement plus other incidental work.

The basis of award will be section 1 only.

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, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to Project Manager Mike Wight at (207) 624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, project name and identification number should be in the subject line. 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 \$46.00 (\$50.50 by mail). Half size plans \$23.00 (\$26.00 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

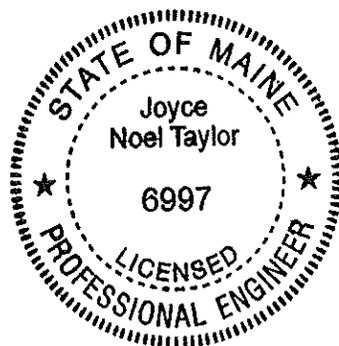
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$70,000.00 payable to Treasurer, State 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, November 2014 Edition", price \$10 [\$15 by mail], and Standard Details, November 2014 Edition, price \$10 [\$15 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
August 19, 2015




JOYCE NOEL TAYLOR 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

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

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 019311.00

Project(s): 019311.00

SECTION: 1 BRIDGE WORK

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	202.13 REMOVING EXISTING RAILINGS (RETAINED BY DEPARTMENT)	212.000 LF	_____	 _____	_____	 _____
0020	202.19 REMOVING EXISTING BRIDGE	LUMP SUM	LUMP SUM		_____	 _____
0030	202.202 REMOVING PAVEMENT SURFACE	180.000 SY	_____	 _____	_____	 _____
0040	203.20 COMMON EXCAVATION	1,900.000 CY	_____	 _____	_____	 _____
0050	203.24 COMMON BORROW	3,700.000 CY	_____	 _____	_____	 _____
0060	203.26 GRAVEL BORROW	350.000 CY	_____	 _____	_____	 _____
0070	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	1,600.000 CY	_____	 _____	_____	 _____
0080	304.14 AGGREGATE BASE COURSE - TYPE A	160.000 CY	_____	 _____	_____	 _____
0090	304.15 AGGREGATE BASE COURSE - TYPE B	720.000 CY	_____	 _____	_____	 _____
0100	403.207 HOT MIX ASPHALT 19.0 MM HMA	550.000 T	_____	 _____	_____	 _____
0110	403.2081 12.5 MM POLYMER MODIFIED HOT MIX ASPHALT	210.000 T	_____	 _____	_____	 _____
0120	403.210 HOT MIX ASPHALT 9.5 MM	80.000 T	_____	 _____	_____	 _____

Maine Department of Transportation

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Proposal ID: 019311.00

Project(s): 019311.00

SECTION: 1 BRIDGE WORK

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	403.2131 12.5 MM POLYMER MODIFIED HMA BASE	210.000 T	_____	 _____	_____	 _____
0140	409.15 BITUMINOUS TACK COAT - APPLIED	190.000 G	_____	 _____	_____	 _____
0150	502.21 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	330.000 CY	_____	 _____	_____	 _____
0160	502.565 CONCRETE FILL	45.000 CY	_____	 _____	_____	 _____
0170	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	51,207.000 LB	_____	 _____	_____	 _____
0180	503.13 REINFORCING STEEL, PLACING	51,207.000 LB	_____	 _____	_____	 _____
0190	512.081 FRENCH DRAINS	LUMP SUM		 LUMP SUM	_____	 _____
0200	514.06 CURING BOX FOR CONCRETE CYLINDERS	1.000 EA	_____	 _____	_____	 _____
0210	531.51 BRIDGE STRUCTURE - DETAIL BUILD	LUMP SUM		 LUMP SUM	_____	 _____
0220	603.175 18 INCH REINFORCED CONCRETE PIPE CLASS III	60.000 LF	_____	 _____	_____	 _____
0230	603.179 18 INCH CULVERT PIPE OPTION III	40.000 LF	_____	 _____	_____	 _____
0240	603.199 24 INCH CULVERT PIPE OPTION III	49.000 LF	_____	 _____	_____	 _____

Maine Department of Transportation

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0250	603.411 24 INCH REINFORCED CONCRETE PIPE CLASS V	256.000 LF	_____	 _____	_____	 _____
0260	603.55 CONCRETE PIPE TIES	24.000 GP	_____	 _____	_____	 _____
0270	604.092 CATCH BASIN TYPE B1-C	2.125 EA	_____	 _____	_____	 _____
0280	604.15 MANHOLE	1.125 EA	_____	 _____	_____	 _____
0290	604.247 CATCH BASIN TYPE F5-C	1.000 EA	_____	 _____	_____	 _____
0300	605.09 6 INCH UNDERDRAIN TYPE B	400.000 LF	_____	 _____	_____	 _____
0310	605.10 6 INCH UNDERDRAIN OUTLET	30.000 LF	_____	 _____	_____	 _____
0320	606.24 GUARDRAIL TYPE 3D - SINGLE RAIL	740.000 LF	_____	 _____	_____	 _____
0330	606.2401 GUARDRAIL TYPE 3D - DOUBLE RAIL	240.000 LF	_____	 _____	_____	 _____
0340	607.173 CHAIN LINK FENCE - 6 FOOT PVC COATED	150.000 LF	_____	 _____	_____	 _____
0350	607.35 BRACING ASSEMBLY CHAIN LINK FENCE PVC COATED	8.000 EA	_____	 _____	_____	 _____
0360	608.243 PRECAST CONCRETE PAVERS	LUMP SUM	_____	 LUMP SUM	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

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Project(s): 019311.00

SECTION: 1 BRIDGE WORK

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Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0370	610.08 PLAIN RIPRAP	27.000 CY	_____	 _____	_____	 _____
0380	610.18 STONE DITCH PROTECTION	22.000 CY	_____	 _____	_____	 _____
0390	613.319 EROSION CONTROL BLANKET	150.000 SY	_____	 _____	_____	 _____
0400	615.07 LOAM	150.000 CY	_____	 _____	_____	 _____
0410	618.14 SEEDING METHOD NUMBER 2	9.000 UN	_____	 _____	_____	 _____
0420	618.141 SEEDING METHOD NUMBER 3	16.000 UN	_____	 _____	_____	 _____
0430	619.1201 MULCH - PLAN QUANTITY	25.000 UN	_____	 _____	_____	 _____
0440	619.1401 EROSION CONTROL MIX - PLAN QUANTITY	150.000 CY	_____	 _____	_____	 _____
0450	620.58 EROSION CONTROL GEOTEXTILE	120.000 SY	_____	 _____	_____	 _____
0460	620.60 SEPARATION GEOTEXTILE	3,200.000 SY	_____	 _____	_____	 _____
0470	626.31 18 INCH FOUNDATION	2.000 EA	_____	 _____	_____	 _____
0480	626.33 30 INCH DIAMETER, 8 FOOT OR LESS FOUNDATION	1.000 EA	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 019311.00

Project(s): 019311.00

SECTION: 1 BRIDGE WORK

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0490	627.51 6" TEMPORARY PAVEMENT TAPE, YELLOW OR WHITE	3,450.000 LF	_____	 _____	_____	 _____
0500	627.57 12" REMOVABLE BLACK LINE MASKING TAPE	2,450.000 LF	_____	 _____	_____	 _____
0510	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	300.000 LF	_____	 _____	_____	 _____
0520	627.744 6" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	1,650.000 LF	_____	 _____	_____	 _____
0530	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	300.000 SF	_____	 _____	_____	 _____
0540	627.77 REMOVING PAVEMENT MARKINGS	400.000 SF	_____	 _____	_____	 _____
0550	629.05 HAND LABOR, STRAIGHT TIME	40.000 HR	_____	 _____	_____	 _____
0560	631.10 AIR COMPRESSOR (INCLUDING OPERATOR)	20.000 HR	_____	 _____	_____	 _____
0570	631.11 AIR TOOL (INCLUDING OPERATOR)	20.000 HR	_____	 _____	_____	 _____
0580	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	20.000 HR	_____	 _____	_____	 _____
0590	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	20.000 HR	_____	 _____	_____	 _____

Maine Department of Transportation

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SECTION: 1 BRIDGE WORK

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0600	631.18 CHAIN SAW RENTAL (INCLUDING OPERATOR)	10.000 HR	_____	 _____	_____	 _____
0610	631.20 STUMP CHIPPER (INCLUDING OPERATOR)	10.000 HR	_____	 _____	_____	 _____
0620	631.22 FRONT END LOADER (INCLUDING OPERATOR)	20.000 HR	_____	 _____	_____	 _____
0630	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	10.000 HR	_____	 _____	_____	 _____
0640	634.160 HIGHWAY LIGHTING	LUMP SUM		 LUMP SUM	_____	 _____
0650	634.2042 LED LUMINARIES S2 TUNNEL	38.000 EA	_____	 _____	_____	 _____
0660	634.2042 LED LUMINARIES S1	2.000 EA	_____	 _____	_____	 _____
0670	634.208 REMOVE AND RESET LIGHT STANDARDS	1.000 EA	_____	 _____	_____	 _____
0680	634.210 CONVENTIONAL LIGHT STANDARD	2.000 EA	_____	 _____	_____	 _____
0690	639.18 FIELD OFFICE TYPE A	1.000 EA	_____	 _____	_____	 _____
0700	643.71 TRAFFIC SIGNAL MODIFICATION	LUMP SUM		 LUMP SUM	_____	 _____
0710	643.72 TEMPORARY TRAFFIC SIGNAL	LUMP SUM		 LUMP SUM	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 019311.00

Project(s): 019311.00

SECTION: 1 BRIDGE WORK

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0720	646.35 SEAL ABANDONED WELL	LUMP SUM	LUMP SUM		_____	_____
0730	652.30 FLASHING ARROW BOARD	4.000 EA	_____	_____	_____	_____
0740	652.312 TYPE III BARRICADE	18.000 EA	_____	_____	_____	_____
0750	652.33 DRUM	300.000 EA	_____	_____	_____	_____
0760	652.35 CONSTRUCTION SIGNS	3,750.000 SF	_____	_____	_____	_____
0770	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP SUM	LUMP SUM		_____	_____
0780	652.38 FLAGGER	200.000 HR	_____	_____	_____	_____
0790	652.381 TRAFFIC OFFICER	80.000 HR	_____	_____	_____	_____
0800	652.382 TRAFFIC MONITOR	4.000 CD	_____	_____	_____	_____
0810	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	8.000 EA	_____	_____	_____	_____
0820	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP SUM		_____	_____
0830	658.20 ACRYLIC LATEX COLOR FINISH, GREEN	14.000 SY	_____	_____	_____	_____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 019311.00

Project(s): 019311.00

SECTION: 1 BRIDGE WORK

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0840	659.10 MOBILIZATION	LUMP SUM	LUMP SUM		_____	
0850	841.48 BOLLARDS	4.000 EA	_____		_____	
0860	841.481 REMOVABLE BOLLARD	2.000 EA	_____		_____	
Section: 1			Total:		_____	

SECTION: 2 SEWER UTILITIES

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0870	659.10 MOBILIZATION SEWER	LUMP SUM	LUMP SUM		_____	
0880	801.17 8 INCH PVC SANITARY SEWER (SDR-35)	280.000 LF	_____		_____	
0890	803.173 SEWER MANHOLE - 4 FOOT DIAMETER	3.000 EA	_____		_____	
Section: 2			Total:		_____	
			Total Bid:		_____	

CONTRACT AGREEMENT, OFFER & AWARD

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

_____ with
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 **019311.00**, for the **Webster Avenue Bridge Replacement** in the city of **Bangor**, County of **Penobscot**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **September 23, 2016**. 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, November 2014 Edition and related Special Provisions.

C. Price.

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

Section 1 \$ _____

Section 2 \$ _____

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

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications November 2014 Edition (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 November 2014 Edition, Standard Details November 2014 Edition as

updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

WIN 019311.00 Webster Avenue Bridge Replacement 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, November 2014 Edition, 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 November 2014 Edition 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 for (see checked boxes):

Section 1

Section 2

Contract Amount: _____

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

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 **019311.00**, for the **Webster Avenue Bridge Replacement** in the city of **Bangor**, County of **Penobscot**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **September 23, 2016**. 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, November 2014 Edition and related Special Provisions.

C. Price.

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

Section 1 \$ _____

Section 2 \$ _____

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

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications November 2014 Edition (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 November 2014 Edition, Standard Details November 2014 Edition as

updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:
WIN 019311.00 Webster Avenue Bridge Replacement 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, November 2014 Edition, 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 November 2014 Edition 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 for (see checked boxes):

Section 1

Section 2

Contract Amount: _____

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

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, November 2014 Edition 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, November 2014 Edition, Standard Details November 2014 Edition, 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 November 2014 Edition (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, November 2014 Edition, Standard Details November 2014 Edition, 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, November 2014 Edition, 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 November 2014 Edition 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 Bernhardt, 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

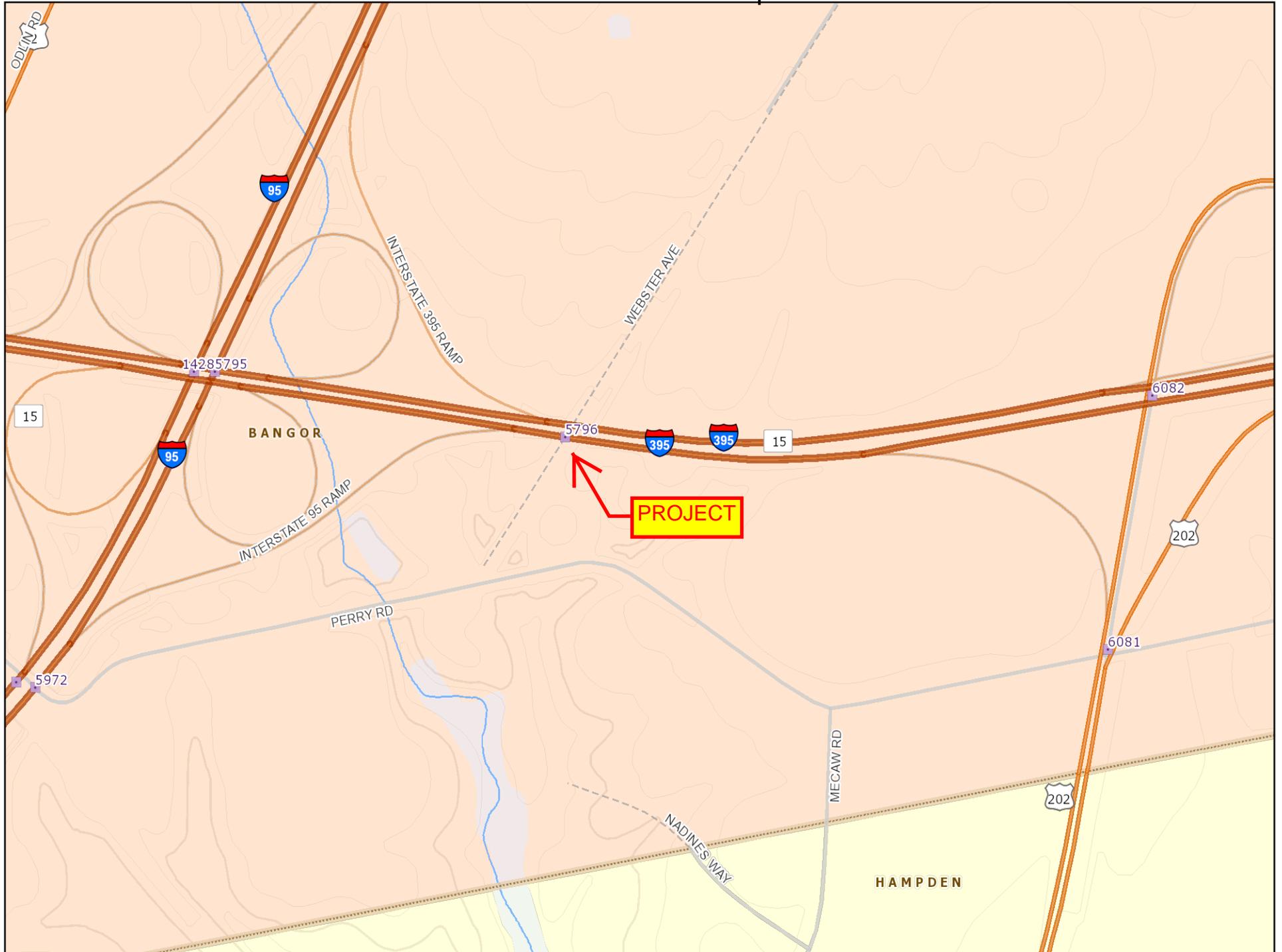
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TELEPHONE

.....

Maine DOT Map



Map Generated on Monday, August 03, 2015 02:23:10 PM

Map Scale 1:5941

The Maine Department of Transportation provides this publication for information only. Reliance upon this information is at user risk. It is subject to revision and may be incomplete depending upon changing conditions. The Department assumes no liability if injuries or damages result from this information. This map is not intended to support emergency dispatch. Road names used on this map may not match official road names.

General Roads

 *Interstate*

 *US Routes*

 *State Routes*

 *Public Roads*

Bridges



MaineDOT Regions



State Urban



Water Bodies



Boundary Lines

 *coastline*

 *county*

 *state*

 *town*

Wetlands



Conserved Lands



General Decision Number: ME150051 01/02/2015 ME51

Superseded General Decision Number: ME20140051

State: Maine

Construction Type: Highway

County: Penobscot County in Maine.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* ENGI0004-013 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Grader/ Blade, Milling Machine.....	\$ 20.75	10.84

SUME2011-046 09/14/2011

	Rates	Fringes
CARPENTER, Includes Form Work.	\$ 14.72	1.72
CEMENT MASON/CONCRETE FINISHER.	\$ 16.94	0.00
ELECTRICIAN.	\$ 21.55	3.51
IRONWORKER, REINFORCING.	\$ 17.45	0.00
IRONWORKER, STRUCTURAL.	\$ 18.75	4.56

LABORER: Common or General.....	\$ 12.83	2.20
LABORER: Flagger.....	\$ 9.00	0.00
LABORER: Highway/Parking Lot Striping.....	\$ 14.63	0.00
LABORER: Landscape.....	\$ 15.43	2.09
OPERATOR: Backhoe.....	\$ 17.27	3.45
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 16.21	4.60
OPERATOR: Broom/Sweeper.....	\$ 13.49	1.22
OPERATOR: Bulldozer.....	\$ 17.74	2.72
OPERATOR: Crane.....	\$ 19.03	1.70
OPERATOR: Excavator.....	\$ 16.33	2.78
OPERATOR: Loader.....	\$ 15.66	4.79
OPERATOR: Mechanic.....	\$ 21.71	6.29
OPERATOR: Milling Machine Reclaimer Combo.....	\$ 24.77	8.39
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 19.89	7.20
OPERATOR: Roller excluding Asphalt.....	\$ 19.97	7.43
OPERATOR: Screed.....	\$ 19.58	5.95
TRUCK DRIVER, Includes all axles including Dump Trucks.....	\$ 12.31	4.44
TRUCK DRIVER: Lowboy Truck.....	\$ 15.15	5.62

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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.

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END OF GENERAL DECISION

MaineDOT DBE Project Attainment Target (PAT)
for this Project is **.018 %**

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.

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

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

104.4.10 Coordination of Bridge Closure/Bridge Width Restriction Notification:

Paragraphs 4 and 5 are revised to read as follows:

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

Town Officials (Manager or First Selectperson) (Bangor, Brewer, Hermon and Hampden)
County Sheriff's Department
Fire Department (Bangor, Brewer, Hermon and Hampden)
Police Department (Bangor, Brewer, Hermon and Hampden)
State Police
Rescue Service (Bangor, Brewer, Hermon and Hampden)
Hospitals (Bangor)
School Department (Bangor, Brewer, Hermon and Hampden)
Post Office
Chamber of Commerce
Any Large Employers (Bangor, Brewer, Hermon and Hampden)
Department of Motor Vehicle- Commercial Vehicle Center
MaineDOT Maintenance Region Office

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

SPECIAL PROVISIONS
SECTION 104
Utilities

UTILITY COORDINATION

The contractor has primary responsibility for coordinating their work with utilities after contract award. The contractor shall communicate directly with the utilities regarding any utility work necessary to maintain the contractor’s schedule and prevent project construction delays. The contractor shall notify the resident of any issues.

THE CONTRACTOR SHALL PLAN AND CONDUCT WORK ACCORDINGLY.

MEETING

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

GENERAL INFORMATION

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

Utilities have been notified and will be furnished a project specification.

Overview:

Utility	Aerial	Underground
Emera Maine	X	
Bangor Sewer Department		X
Maine Department of Transportation	X	
Bangor Fire Department	X	

Utility	Contact Person	Phone	Cell
Emera Maine	Bruce Smith	(207)973-2507	(207) 949-2507
Bangor Sewer Department	Chip Swan	(207)992-4513	(207) 659-4747
Maine Department of Transportation	Ron Cote		(207) 446-2305
Bangor Fire Department	Thomas Higgins	(207) 992-4700	

Temporary utility adjustments are **{not}** anticipated.

Unless otherwise specified, any underground utility facilities shown on the project plans represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data. Underground facilities indicated on the topographic sheets (plan views) have been

collected from historical records and/or on-site designations provided by the respective utility companies. Underground facilities indicated on the cross-sections have been carried over from the plan view data and may also include further approximations of the elevations (depths) based upon straight-line interpolation from the nearest manholes, gate valves, or test pits.

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

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

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

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

AERIAL

Summary:

Utility	Pole Set	New Wires/Cables	Trans. Wires/Cables	Remove Poles	Estimated Working Days
Emera Maine					1
City of Bangor (sewer)					0
Maine Department of Transportation					4
Bangor Fire Department					0
Total:					5

Utility Specific Issues:

There may be project construction activities which will occur around or beneath existing aerial neutral conductors. The Contractor shall conduct their work accordingly. If the Contractor has any questions regarding line voltage they need to contact the Emera Maine.

Temporary utility adjustments are not anticipated on this project however, should the Contractor choose to have any poles temporarily relocated, all work will be done by Pole owner at the Contractor's request and expense at no additional cost to the Department.

Emera Maine:

Emera Maine will bypass power and de energizes power lines within the project limits without the need for utility relocation or ally-arms. Power shall be restored to the current location the following day after bridges are removed and paving is complete.

Crane work involving lifting the beams on the east side of the span should not interfere with the existing aerial utilities.

City of Bangor

The city has two fire alarm lines attached to Emera Maine poles at the east end of the project. The contractor shall use care and protect these facilities from any damage during construction.

Maine Department of Transportation

MDOT has an aerial service line for interstate lighting located on a metered pole at station 94+40Rt off set 65±ft and attached to Pole #45. The aerial service line will be removed and relocated in an underground conduit encased in concrete. The relocation will be a bid Item Pay Item 634.160 LS the interstate lighting system must be operational during all night construction operations.

SUBSURFACE

Summary:

Utility	Summary of Work	Estimated Working Days
City of Bangor (sewer)	Install 235Ft± and 3 sewer manholes	10

Utility Specific Issues:

City of Bangor (sewer)

The City of Bangor has an existing 8 inch PVC sanitary sewer line within the project limits. As a result of the project the sewer line will need to be relocated and 3 manholes 4 foot diameter installed. The City has entered in to a .15% opt-out agreement with Maine DOT. Should the City decide to reject the contractors bid and do the work the City will need **10 working days** to complete their work.

The contractor shall give all utilities 10 working days' notice prior to start of any work on the project.

BUY AMERICA

Utility construction work performed as part this federal-aid project is subject to the requirements of Buy America in accordance with Federal Regulation 23 CFR 635.410 Section 1518. Specific requirements are presented in MaineDOT Standard Specification Section 100, Appendix A, Section 3.A., Buy America.

MAINTAINING UTILITY LOCATION MARKINGS

The Contractor will be responsible for maintaining the buried utility location markings following the initial locating by the appropriate utility or their designated representative.

UTILITY SIGNING

Any utility working within the construction limits of this project shall ensure that the traveling public is adequately protected at all times. All work areas shall be signed, lighted, and traffic flaggers employed as determined by field conditions. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as issued by the Federal Highway Administration.

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/contractors/> under the “Quick Links”.

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 105.8.2

(Federal Aviation Requirements(FAA))

The attached **FAA information** is information required to be submitted by the Contractor prior to starting work. In addition to the submittal requirements, the Contractor shall comply with all other requirements included in this document. Payment for the work associated with complying with this Special Provision shall not be made directly, but will be considered incidental to related Contract Pay Items.

The Contractor shall be responsible for filing a 7460-1 Notice of Proposed Construction or Alteration to the FAA Obstruction Evaluation/Airport Airspace Analysis office for all crane usage as required by 14 CFR Part 77 (<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=61302bd90d79271a583474ad2f9dcd7e&rgn=div5&view=text&node=14:2.0.1.2.9&idno=14#14:2.0.1.2.9.2.1.3>). The 7460-1 can be filed electronically at <https://oeaaa.faa.gov/oeaaa/external/portal.jsp> . Proof of submission shall be forwarded to the MaineDOT Project Manager. Responses from the FAA regarding the submission shall be filed with the MaineDOT Project Manager. Should the FAA require marking or lighting, the Contractor shall follow the most recent version of the Advisory Circular 70/7460-1k, Obstruction Marking and Lighting, which is located at the following link, http://rgl.faa.gov/Regulatory_and_Guidance_Library/rgAdvisoryCircular.nsf/0/b993dcd7c37fcdc486257251005c4e21

All questions regarding the need to file should be directed towards the FAA Airports Airspace Specialist at 781-238-7621 with notification to the MaineDOT Project Manager with the inquiry and the FAA response.

The Contractor shall enter Aeronautical Study Number 2015-ANE-1083-OE in the “Related” case box in the 7460-1 Notice of Proposed Construction or Alteration filing to reference an earlier Aeronautical Study at the bridge site.

The Contractor shall file the 7460-1 for crane usage no later than 45 days after Contract Award.

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

The northern long eared bat (*Myotis septentrionalis*) (hereafter referred to as 'NLE bat') was listed under the Federal Endangered Species Act (ESA) effective May 4, 2015.

The following conditions must be met to minimize harm to the NLE bat.

I. Special Conditions:

1. **All clearing and tree cutting of trees greater than 3-inch diameter (at 4.5 feet above the forest floor) at the Northeast quadrant of the project shall be completed between October 15 and April 20th of any year.**

SPECIAL PROVISION 105
CONSTRUCTION AREA

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

- (a) The section of highway under construction in the city of Bangor, Penobscot County on Interstate 395 over Webster Avenue.
- (b) (Interstate 395) over Webster Avenue station 194+00.00 to station 197+99.96 eastbound and station 294+20.07 to station 297+57.49 westbound of the construction plus approaches.

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISION
SECTION 107
TIME
(Sunday Work)

Subsection 107.3.3 of the Standard Specifications is amended as follows:

The Contractor shall be allowed to work on Sundays when I395 is closed to traffic.

SPECIAL PROVISION
SECTION 107
TIME

(Incentive/Disincentive Supplemental Liquidated Damages for Limitations of Operations)

Append Section 107.8 with the following:

107.8.1 Supplemental Definitions

Complete Closure Period. The Complete Closure Period begins when any of the I-395 lanes are not open to traffic except for the lane closure allowed below. The Complete Closure Period will be considered to be complete when all six I-395 Eastbound and Westbound lanes are open to traffic on permanent wearing surface pavement with completed guardrail and permanent pavement striping. The allotted closure time includes set up and removal of traffic control devices in the roadway except as noted. The interstate road surface shall be cleaned before resuming I-395 traffic. Once the Complete Closure Period begins, it shall continue continuously until it is complete. The Resident shall be the sole authority in determining when the Complete Closure Period is complete.

107.8.2 Limitations of Operations

The Contractor shall conduct operations in such a manner that the complete closure of I-395 shall be allowed without penalty for one continuous 83-hour period. The Complete Closure Period shall only occur during one of the following three time periods:

1. Friday May 6, 2016 (8 PM) to Tuesday May 10, 2016 (7 AM)
2. Friday May 13, 2016 (8 PM) to Tuesday May 17, 2016 (7 AM)
3. Friday May 20, 2016 (8 PM) to Tuesday May 24, 2016 (7 AM)

For the Contractor to use the closure from Friday May 6, 2016 (8 PM) to Tuesday May 10, 2016 (7 AM), the Resident needs to be notified in writing or in person by the Contractor by Monday May 1, 2015 at 10 am at the latest.

For the Contractor to use the closure from Friday May 13, 2016 (8 PM) to Tuesday May 17, 2016 (7 AM), the Resident needs to be notified in writing or in person by the Contractor by Monday May 9, 2016 at 10 am at the latest.

Lane Closures

Lane closures on I395 to install or modify traffic signs including overhead signs shall not start before 6 pm on Friday May 6, 12 or 20th.

Lane closures on I95 South of Exit 182 to install or modify traffic signs including overhead signs shall not start before 6 pm on Friday May 6, 12 or 20th.

Lane closures on I95 North of Exit 182 to install or modify traffic signs including overhead signs shall not start before 7 pm on Friday May 6, 12 or 20th.

Lane closures on I395 and I 95 to remove temporary traffic signs or restore existing signs to their original configuration including overhead signs shall take place between 9 am and 3 pm on Tuesday May 10, 17 or 24th.

No lane closures on I95 or I395 are allowed except those directly associated with the I395 closure are allowed.

Shoulder Closures

Shoulder closures on I 95 and I 395 to install, maintain or remove traffic signs can be done up to 6 weeks in advance of the I 395 closure. All shoulder closure shall be done in accordance with requirements stated in the Special Provision Section 652 – Maintenance of Traffic.

107.8.3 Incentive/Disincentive for Early or Late Completion

Early Completion Incentives. The Contractor will be paid a \$7,500 incentive for each complete hour that the Complete Closure Period is completed early.

Maximum Total Contract Incentives. The maximum monetary incentive is capped at \$100,000.00 for this contract.

Late Completion Disincentives. The Contractor will be assessed a \$7,500 disincentive for each hour or portion of a hour that the Complete Closure Period is completed after the allowed eighty three (83) consecutive hour duration. These disincentives will be deducted from any monies due or to become due to the Contractor.

SPECIAL PROVISION
SECTION 107
TIME
(Contract Completion Date)

107.1 Contract Completion Date Add the following to this section.

The specified Contract Completion Date is September 23, 2016.

SPECIAL PROVISION
SECTION 107
TIME
(Schedule of Work Required)

107.4.2 Schedule of Work Required Add the following to this section.

CPM Schedule for Roadway Closure Period: In addition to the requirements listed above, the Contractor shall prepare separate and detailed CPM schedules for all phases of the project that include full roadway closures. See the Special Provision amending Subsection 107 for additional details on Incentives/Disincentives for early/late completion of the work.

These additional detailed CPM schedules shall show all major construction activities, project phasing, controlling activities, project required milestones, and shall show all activity durations in hourly increments.

**SPECIAL PROVISION
SECTION 202
(REMOVING EXISTING RAIL - RETAINED BY THE DEPARTMENT)**

The following items on the existing bridge shall be removed by the Contractor and remain property of the Department:

1. 2 bar aluminum bridge rail including posts.

The Contractor shall use great care during removal of the existing bridge rail and rail posts. The bridge rail and rail posts shall be transported by the Contractor from the project site to the following location:

Maine Department of Transportation
Carmel Bridge Lot 1542 Fuller Road in Carmel, Maine

The Contractor shall contact the Resident and Joe Prescott, Maine DOT at (207) 592-1853 a minimum of 72 hours in advance of delivery of the metal railing and posts. The railing and posts shall be unloaded by the Department.

The aluminum rail and post shall be adequately secured to wooden pallets before being returned to the Department. Base plates, rail caps, splice bars, clamp bars and miscellaneous hardware shall be placed in wooden boxes on wooden pallets. The wooden boxes shall have wooden covers attached with two hinges and a clasp. The clasp shall be secured in the closed position by a method approved by the Resident. The size of the pallets and boxes shall be approved by the Resident. The weight limit on the pallets shall be such that no damage will occur to the pallets or the materials stored on the pallets.

SPECIAL PROVISION
SECTION 401
HOT MIX ASPHALT
(Special Seasonal Limitations)

The following section of Section 400 has been revised as follows:

401.06 Weather and Seasonal Limitations The following language has been added to Section 401.06:

The Contractor may place Hot Mix Asphalt Pavement as traveled way wearing course in Zone 1 from October 1st to the Saturday following October 15th, and from April 15th to May 1st provided that the air temperature, as determined by an approved thermometer (placed in the shade at the paving location) is 50°F or higher, bridge deck surfaces are 50°F or higher, and the HMA is produced and placed at 275°F to 325°F using one of the WMA technologies listed below, and approved for use by the Department.

- a. The use of organic WMA additives
- b. The use of powdered or pelletized WMA additives
- c. The use of manufactured liquid chemical WMA additives

The WMA additives shall be mixed with the aggregate or asphalt in the HMA plant at a rate recommended by the manufacturer. The additives shall be introduced into the hot mix plant mixing chamber by mechanical means that can be controlled and tied directly to the hot mix asphalt plants rate of production. The WMA additives may also be mixed with the asphalt at the asphalt terminal a rate recommended by the manufacturer in a manner to assure complete dispersion throughout the load. Should the WMA additives be added at the terminal, additive type, and total additive amounts shall be listed on the loading invoice.

The use of a controlled asphalt foaming system, utilizing an injection system to introduce water to the asphalt stream and “expand” the asphalt prior to mixing with the aggregate in asphalt mixture plant, will not be permitted to produce mix past the normal deadline. The WMA mixtures must be produced and placed at the standard 275°F to 325°F temperatures specified in section 401.04.

SPECIAL PROVISION
SECTION 401 - HOT MIX ASPHALT PAVEMENT

The Standard Specification 401 – Hot Mix Asphalt Pavement, has been modified with the following revisions. All sections not revised by this Supplemental Specification shall be as outlined in Section 401 of the Standard Specifications.

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

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

- a. Method A: The Pay Factor for VMA, Voids @ N_d , Percent PGAB, composite gradation, VFB, fines to effective binder or density using all Acceptance or all Quality Control tests for the current lot is less than 0.85. No ceasing of paving operations shall be required for fines to effective binder if the mean test value is equal to the LSL or USL and $s = 0$.
- b. Method B: The Pay Factor for VMA, Voids @ N_d , Percent PGAB, composite gradation, VFB, fines to effective binder or density using all Acceptance or all Quality Control tests for the current lot is less than 0.90. No ceasing of paving operations shall be required for fines to effective binder if the mean test value is equal to the LSL or USL and $s = 0$.
- c. Method C: The Pay Factor for Percent PGAB, percent passing the nominal maximum sieve, percent passing 2.36 mm sieve, percent passing 0.300 mm sieve, percent passing 0.075 mm sieve or density using all Acceptance or all available Quality Control tests for the current lot is less than 0.85. No ceasing of paving operations shall be required for percent passing the nominal maximum sieve, percent passing 2.36 mm sieve, percent passing 0.300 mm sieve, or percent passing 0.075 mm sieve if the mean test value is equal to the LSL or USL and $s = 0$.
- d. The Coarse Aggregate Angularity or Fine Aggregate Angularity value falls below the requirements of Table 3: Aggregate Consensus Properties Criteria in Section 703.07 for the design traffic level.
- e. Each of the first 2 control tests for a Method A or B lot fall outside the upper or lower limits for VMA, Voids @ N_d , or Percent PGAB; or under Method C, each of the first 2 control tests for the lot fall outside the upper or lower limits for the nominal maximum, 2.36 mm, 0.300 mm or 0.075 mm sieves, or percent PGAB.
- f. The Flat and Elongated Particles value exceeds 10% by ASTM D4791.
- g. There is any visible damage to the aggregate due to over-densification other than on variable depth shim courses.
- h. The Contractor fails to follow the approved QCP.

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

TABLE 7: METHOD C ACCEPTANCE LIMITS

Property	USL and LSL
Passing 4.75 mm and larger sieves	Target +/-7%
Passing 2.36 mm to 1.18 mm sieves	Target +/-5%
Passing 0.60 mm	Target +/-4%
Passing 0.30 mm to 0.075 mm sieve	Target +/-2%
PGAB Content	Target +/-0.4%
% TMD (In place density)	95.0% +/- 2.5%

Pay Adjustment Method C

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

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

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

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

$$PA = (\% \text{ Passing Nom. Max PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 2.36 mm PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 0.30 mm PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 0.075 mm PF} - 1.0)(Q)(P) \times 0.10 + (\text{PGAB PF} - 1.0)(Q)(P) \times 0.25$$

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT

Desc. Of Course	Grad Design.	Item Number	Bit Cont. % of Mix	Total Thick	No. Of Layers	Comp. Notes
<u>8" – Interstate 395 Travel Way & Shoulders – Full Depth</u>						
<u>see plan sheets for step details</u>						
Wearing	12.5 mm	403.2081	N/A	1½"	1	5,8,12,30
Base	12.5 mm	403.2131	N/A	1½"	1	5,8,30
Base	19.0 mm	403.207	N/A	5"	2	1,5,8,13
<u>3" – Interstate 395 Guardrail Widening Areas</u>						
Wearing	12.5 mm	403.2081	N/A	1½"	1	5,8,12,30
Base	12.5 mm	403.2131	N/A	1½"	1	5,8,30
<u>3" - Interstate 395 Median</u>						
Wearing	12.5 mm	403.2081	N/A	1½"		5,8,30
Base	12.5 mm	403.2131	N/A	1½"	1	5,8,30
<u>3" Webster Ave.</u>						
Wearing	9.5 mm	403.210	N/A	1½"	2	2,3,10,17

COMPLEMENTARY NOTES

1. The required PGAB for this mixture will meet a **PG 64-28** grading.
2. The density requirements are waived. The use of an oscillating steel roller shall be required to compact all HMA pavements placed on bridge decks in addition to the normal roller train.
3. The design traffic level for mix placed shall be <0.3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations**.
5. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS for mix placed under this contract. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **75 gyrations**.
8. Section 106.6 Acceptance, (2) Method B. The Contractor may request a contract modification to change to testing method "A" prior to work starting on this item.
10. Section 106.6 Acceptance, (2) Method D.
12. The combined aggregate gradation required for this item shall be classified as a 12.5mm "**fine graded**" mixture, (using the Primary Control Sieve control point) as defined in 703.09.
13. A mixture meeting the gradation of 12.5 mm hot mix asphalt may be used at the option of the contractor.
17. Compaction of the new Hot Mix Asphalt Pavement will be obtained using a minimal roller train consisting of a **3-5 ton** vibratory roller. An approved release agent is required to ensure the mixture does not adhere to hand tools, rollers, pavers, and truck bodies. The use of petroleum based fuel oils, or asphalt stripping solvents will not be permitted.
30. The required PGAB shall be a storage-stable, pre-blended, homogeneous, polymer modified asphalt binder that meets **PG 64E-28** grading requirements in AASHTO MP 19.

**Bangor
WIN 019311.00
Interstate 395
Bridge Replacement
July 29, 2015**

Tack Coat

A tack coat of emulsified asphalt, RS-1, Item 409.15 shall be applied to any existing pavement at a rate of approximately 0.025 gal/yd², and on milled pavement approximately 0.05 gal/yd² prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim /base courses and surface course as well as to any bridge membrane prior to the placement of HMA layers at a rate not to exceed 0.025 gal/yd². Tack used will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

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

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
A	502.21	Structural Concrete Abutments and Retaining Walls	400	A
Fill	502.565	Concrete Fill		C
SCC	509	Composite Arch Tube Concrete		C

P value shown represents price per cubic yard (cy)

SPECIAL PROVISION
SECTION 509
COMPOSITE ARCH BRIDGE SYSTEM

1.0 Description

This work shall consist of procuring and constructing the Composite Arch Bridge System in accordance with these specifications and in conformity with the lines, grades, and dimensions shown on the contract drawings. The Composite Arch Bridge System is supplied by:

Advanced Infrastructure Technologies (AIT), LLC
20 Godfrey Drive, Orono, Maine 04473
Phone: 207.866.6526 Fax: 207.866.6501
www.aitbridges.com

The Bridge System shall be designed by AIT in accordance with AASHTO *LRFD Bridge Design Specifications*, AASHTO *LRFD Guide Specifications for Design of Concrete-Filled FRP Tubes for Flexural and Axial Members*, and other applicable specifications. The composite arch bridge shall be designed by a licensed professional engineer. Calculations packages and drawings shall be provided to the customer by AIT for the bridge system supplied. As supplier, AIT will deliver to the jobsite all parts of the bridge system as detailed in the contract drawings. Each component is custom designed, detailed, and fabricated for the specific bridge project.

The Composite Arch Bridge System is a buried bridge structure consisting of three components:

1. ARCHES - The advanced FRP composite tubes designed, manufactured, and delivered by AIT.
2. DECKING PANELS - The decking panels shall be custom designed, manufactured and delivered by AIT.

Terms found within this specification shall be defined as follows:

Composite Arches: A hollow advanced FRP tube structural member comprised of an advanced fiber reinforced polymer shell which functions as external reinforcement and stay-in-place form for expansive self- consolidating concrete.

Manufacturer: A firm licensed by AIT for manufacturing the composite tubes.

1.1 Composite Arches

This work shall consist of fabricating and delivering the composite arch tubes to the dimensions, details, and quantities shown on the contract drawings and according to the requirements of these specifications.

1.12 Design

Design loads shall be in accordance with AASHTO *LRFD Bridge Design Specifications* and project specific Special Provisions. Arch design shall be in accordance with the AASHTO *LRFD Guide Specifications for Design of Concrete-Filled FRP Tubes for Flexural and Axial Members*, supplemented by laboratory testing as necessary.

1.13 Materials

Materials shall conform to the following specifications:

Glass Fibers shall be type E-glass manufactured in accordance with ASTM D578 Section 4.2.2 and tested in accordance with ASTM D2343.

Carbon Fibers shall be standard modulus fibers. Tensile strength, tensile modulus, and strain of the fibers shall be documented in accordance with the manufacturer's test specifications.

Resin shall be epoxy vinyl ester resin with viscosity suitable for infusion. Clear casting tensile strength and tensile modulus shall be tested in accordance with ASTM D638. Clear casting flexural strength and modulus shall be tested in accordance with ASTM D790. Heat distortion temperature shall be documented in accordance with ASTM D648.

1.14 Quality Control/Quality Assurance

Arches shall be manufactured according to the requirements of AIT's QC/QA plan and standard operating procedures. The portions of the suppliers QC/QA plan and procedures which do not contain trade secret material shall be submitted to the customer for review on request prior to beginning fabrication.

The FRP laminate comprising the shell shall be tested for tensile strength. Test result documentation of the mechanical properties and the required design values shall be provided to the engineer. A minimum of five (5) test specimens shall be obtained from each arch. A minimum of two (2) specimens per arch shall be tested. If the mean of the two (2) tests from any one arch fails to meet or exceed the required design value at least three (3) more specimens from the corresponding arch shall be

tested. If the mean of the three (3) additional specimens does not meet or exceed the design value the arch shall be rejected and replaced. All tests results shall be submitted to the engineer prior to arch installation.

1.15 Fabrication

The composite arches shall be manufactured according to the requirements of this section using a closed mold vacuum assisted resin transfer method (VARTM) of composite manufacturing.

Reinforcement Storage and Preparation: Fabrics shall be stored in a clean, dry environment in the original packaging. They shall be protected from water, dirt, grease, grinding dust, and other foreign matter. The fabrics shall be cut on a clean cutting surface, free of any deleterious material that could adhere to the fabrics prior to layup. No splices shall be permitted in the longitudinal fabric. Splices may be permitted in the hoop reinforcement.

Chemicals: Vinyl ester resins and other chemicals necessary for catalyzing the infusion matrix shall be stored in accordance with the manufacturer's recommendations.

Vacuum Assisted Resin Transfer: Prior to vacuum infusion of the vinyl ester matrix, the manufacturer must thoroughly seal the tooling and demonstrate that the sealed tooling can obtain a minimum workable vacuum pressure and a drop test. Chemical additives and catalysts to be combined with the vinyl ester resin shall be measured by weight, or the corresponding volume, based on the batch weight of the vinyl ester resin. The manufacturer shall maintain documentation of the promotion rates and the actual amount of catalyst used for each infusion. The infusion tank must be charged with a sufficient amount of resin at all times to prevent air bubbles from entering the infusion ports in the tooling. Once resin is introduced into the tooling, the infusion process shall continue uninterrupted until it has been demonstrated that all evacuation ports have a surplus of resin flowing past the finished surface of the tooling and that no less than the predicted volume of resin has been introduced into the tool.

Post Processing: Once the laminate of the composite tube has been allowed to harden, the arches shall be removed from the form with care so as not to induce stresses into the curing laminate. The laminate shall reach a minimum Barcol hardness value of 35 prior to de-molding.

Tolerances: The finished arches shall conform to the dimensions set forth in the approved shop drawings. The diameter shall not vary in any one section by more than 2 percent of the dimension given on the shop drawings. The arches shall be checked for shape variations. No arch shall vary from the shop drawing shape by more than 1 percent of the dimension. All arches shall be clearly marked by the manufacturer with the mark number and date of fabrication of the arch in the location shown on the shop drawings.

1.16 Composite Arch Erection

This work shall consist of installing the composite arches of the Composite Arch Bridge System in accordance with these specifications and in conformity with the lines, grades, and dimensions shown on the contract drawings. The Contractor is responsible for the complete installation of the composite arches including but not limited to unloading the arches and storing on the jobsite, erecting and casting the arches into the foundation, filling the arches with self-consolidating concrete (SCC), inspecting the filled arches for voids, and post filling voids if any are found.

Care shall be taken when handling the hollow composite arches such that no damage is caused to the unfilled tubes. When moved or placed by hand, arches shall be stabilized to prevent tipping over. When moved by hoist, straps shall provide at least 2 inches of padded contact area.

Installation: The arches shall be installed in a vertical position and decking installed prior to filling with concrete. The maximum allowable variation of installed arches shall be +/- ½ inch in plane and out of plane. The custom FRP decking as specified in section 2 shall be installed over the arches after the arches are erected and aligned. The arches shall be embedded into the foundations as shown on the approved shop drawings and the foundation placed and achieving the minimum strength as noted on the contract drawings prior to filling the arches with self-consolidating concrete as specified in section 3. Care shall be taken when placing the foundation and vibrating around the base of the arches as to not damage or displace the arches.

2.0 FRP Deck Panels

This portion of the work shall consist of furnishing and installing the FRP deck panels, fasteners, and adhesive for the Composite Arch Bridge System in accordance with the contract drawings and these specifications. The custom panels shall be designed and supplied by AIT in accordance with the AASHTO *LRFD Bridge Design Specifications* and the ASCE *Pre-Standard for LRFD of Pultruded FRP Structures* to carry the required loading.

2.1 Materials

The FRP Deck Panels shall conform to the following:

1. The resin type shall be noted on the shop drawings as premium grade, chemically resistant, UV stabilized: polyurethane (TYPE A PANEL), vinyl ester (TYPE B PANEL), or polyester (TYPE C PANEL).
2. The glass reinforcement shall be E Glass that is straight and continuous, with fibers oriented in three directions (0, 45, 90 degrees with respect to the length of the panel). The glass content shall be a minimum of 70% by weight.
3. The panels shall have a class B flame spread rating (75 or less when tested in accordance with ASTM E84).
4. The panels shall be 0.25 inches thick, 3.75 inches high to top of corrugation and 20 7/8 inches wide.
5. The fasteners for attaching the deck panels to the arches shall be 2 inch long 1/4-14 thread and a #3 drill point stainless steel screws.
6. The adhesive for sealing the longitudinal joint shall be polyurethane, Pliogrip or equal, as approved by the Resident.

2.2 Delivery and Installation

AIT will supply the custom FRP Deck Panels and the required stainless steel fasteners to the job site on the date requested by the Contractor. A notice of 30 days is required prior to the desired delivery date. The Contractor is responsible for receiving, unloading, and storing the deck panels. All FRP deck panels shall be handled with care and protected from cuts, scratches, and abrasions. Panels shall be stored on blocking off the ground and kept clean and dry. Damaged panels shall be replaced at the Contractor's expense.

The deck shall be installed as shown on the shop drawings using fasteners provided. Pre-drilling is required to assure proper bearing of panels to the arches. Adhesive provided shall be used per the manufacturer's recommendations to seal the longitudinal joint between the panels. Panels shall be installed starting at the bottom at both sides of the arch and proceeding to the apex. The Contractor shall assure that the starter panels are placed as shown on the shop drawings to a level line. A closure plate shall be provided at the apex to be trimmed to fit in the field and attached after the arches are filled with SCC.

3.0 Self-Consolidating Concrete

The hollow composite arch tubes shall be filled with SCC. The arch fill SCC shall conform to the Standard Specifications and this section.

3.1 Materials

Total Cementitious Materials (CM) shall include cement, fly ash, and an expansive cement component. Cement shall be Type I/II Portland Cement, in accordance with AASHTO M 85 (ASTM C150).

Fly Ash (ASTM C618 Class F) or Ground Granulated Blast Furnace Slag (GGBFS, ASTM C989 Grades 100 or 120) may be added at the rates allowed in this specification.

Expansive Cement (ASTM C845 Type K) shall be added at the rate as specified in this section. An acceptable product is CTS Komponent manufactured by CTS Cement Manufacturing, 11065 Knott Ave, Suite A, Cypress CA 90630.

3.2 Mix Design

Design the SCC mix in accordance with the Standard Specifications and the following requirements:

1. 28 Day Compressive Strength = 6000psi
2. Maximum size of Coarse Aggregate = 3/8 inches rounded
3. Minimum Cementitious Material (CM) = 850 lbs. /CY
4. Use of a High Range Water Reducer at a dosage recommended by the supplier is mandatory for producing SCC.
5. A Viscosity Modifying Admixture may be added at a dosage recommended by the supplier to improve mix stability.
6. The use of a hydration stabilizer (retarder) may be required to ensure sufficient placement time.
7. Coarse Aggregate must be rounded.
8. Fine Aggregate shall not be less than 50% of the total aggregate by volume.
9. The mix shall contain expansive cement Type K at a rate of 10% by weight of total cementitious material.

10. The mix may include fly ash at a rate less than 25% by weight of cementitious material or grade 100 or 120 GGBFS at a rate less than 50% by weight of cementitious material.
11. The water/cementitious material ratio (W/CM) shall be between 0.40 and 0.45
12. Air content shall be 0% to 5.0%

The concrete shall meet the following requirements in accordance with ASTM C1611 or AASHTO TP 73 and AASHTO TP 80 for slump flow and visual stability index:

Slump Flow = 24-30 inches

Visual Stability Index = 0-1.0

3.3 Testing and Acceptance

Trial batches shall be performed prior to use to verify Compressive Strength, Slump Flow, Air Content, and Visual Stability Index. Results shall be made available to the Resident for review. The trial batch requirement may be waived at the discretion of the Resident if the concrete supplier is experienced in producing SCC. Each batch of SCC delivered to the jobsite shall be tested for Slump Flow, Visual Stability Index, and Air Content. If the concrete fails to meet the requirements re-dosing with additives is permitted. The Resident may reject concrete that does not meet specifications.

3.4 Concrete Placement

All arches shall be filled with SCC under the supervision of the Resident. They shall be filled in one continuous operation and vibration is not allowed. The arches shall be filled through the fill holes that are field drilled by the Contractor to the sizes and locations shown on the shop drawings. The concrete placement shall be accomplished using a method capable of directing the concrete into the 3.0 inch fill hole and regulating placement speed to prevent voids.

The acceptable methods include the use of a boom type pump truck, a trailer pump, or a standard concrete bucket. The Contractor shall have a backup method available in the event of an equipment malfunction. All tubes shall undergo auditory tap testing after SCC placement to ensure complete filling of tubes. In the event that voids are discovered, they shall be injected with grout such as SIKA 212 or approved equal using a hand operated pump. The maximum permitted hole size for grout injection is $\frac{3}{4}$ inch diameter. AIT shall be given 48 hours notice, and offered the opportunity to be present for the filling of the arches and tap testing.

4.0 FRP Fascia Plates

This portion of work shall include furnishing and installing the curved fascia plates as detailed in the approved shop drawings. The custom designed fascia plates, connection angles, and fasteners shall be supplied by AIT.

4.1 Materials

The curved FRP fascia plates shall be fabricated from bi-directional E-glass/Vinyl Ester composite sheets. Fasteners shall be Stainless Steel.

4.2 Fabrication and Installation

The plates shall be cut to the geometries shown on the approved shop drawings by water jet or comparable method and shall be segmented with a maximum individual panel length of 8 feet. The plates shall be painted with an approved paint to closely match the color of the headwalls. The curved FRP fascia plates shall be installed to the lines and grades as shown on the approved shop drawings.

5.0 Backfilling and Compaction

Arch tube concrete must reach a minimum compressive stress of 2000psi prior to any backfilling or compaction activities on the structure other than minor headwall connection work.

5.1 Materials

Backfill material shall conform to the Standard Specifications and be classified as gravel borrow, maximum size of aggregate is 4 inches. The backfill material shall exhibit an angle of internal friction of not less than 32 degrees as determined by the standard direct shear test AASHTO T 236 on the portion finer than the number 10 sieve (2mm) compacted to 95 % per AASHTO T 99 Method C or D at optimum moisture content. Soil tests shall be submitted to the Resident for approval prior to the placement of any material.

5.2 Placement

Backfill shall extend to the lines and grades shown on the contract drawings, and shall be performed according to the standard specifications, and the additional requirements of this specification.

Backfill soil shall be placed in maximum 8 inch loose lifts. Compaction within four (4) feet of the structure shall be accomplished with hand compactors only. Vibratory rollers may be used outside of this zone and above the structure provided there is at least 12 inches of compacted cover above the structure.

All backfill shall be carefully placed and compacted to avoid damage to the structure.

Lightweight equipment (less than 12 tons) may be operated over the structure provided there is at least 12 inches of cover. Construction equipment greater than 12 tons may be used after 24 inches of compacted backfill has been placed over the structure. In no case should the loading exceed the AASHTO design loading of HL-93 without the Resident's written permission.

Backfill shall be placed in lifts such that at no time will the elevation difference exceed 24 inches between opposite sides of the structure.

6.0 Basis of Payment

Payment for the accepted Composite Arch Bridge System will be made under the appropriate Bridge Structure - Detail Build pay item. Such payment shall be full compensation for furnishing, installing, and erecting the Composite Arch Bridge System including the arches, arch tube concrete, decking, FRP headwalls (if selected) and all necessary hardware, and the furnishing of all labor, materials, tools, equipment, and incidentals necessary to complete the work.

SPECIAL PROVISION
SECTION 531
BRIDGE STRUCTURE DETAIL BUILD
(Lump Sum)

531.01 DESCRIPTION

This work shall consist of the design, detailing, fabrication, delivery, and construction of a single span, buried Bridge Structure (including associated retaining wall/wing-wall systems and foundations) in accordance with these Specifications, and in close conformity with the lines, grades, and dimensions shown on the Contract Plans. This work shall include, but not limited to, the following*:

- Design, load rating, and detailing of the new bridge structure
- Design and detailing of the new headwalls, retaining walls and wingwalls and their foundations
- Structural Earth Excavation
- Granual Borrow
- Precast Structural Concrete Bridge Structure
- Composite Arch Bridge System
- Membrane waterproofing on concrete surfaces
- Anti-graffiti coating for exposed concrete and composite surfaces
- Reinforcing Steel
- Prefabricated Concrete Modular Gravity Wall, Standard Specification Section 674
- Precast Concrete Block Gravity Wall, Standard Specification Section 672
- Precast Aggregate-Filled Concrete Block Gravity Wall, Standard Specification Section 681
- CON/SPAN Wingwall System in conjunction with Contech Structures
- Cast-In-Place Concrete Headwall, Retaining Wall or Wingwall System
- Reinforced Concrete Foundations for Retaining Wall/Wingwall Systems

*Notes: 1. Some of the items listed above may not be applicable, depending on the structure option chosen.
2. Any items specifically needed for the construction of the proposed bridge as shown on the contract drawings that are not specifically covered by a separate item shall be considered incidental to the work included under this item.

531.02 DETAIL BUILD OPTIONS

All Bridge Structure options shall be placed on and supported by the cast-in-place concrete mat foundation specified on the Contract Plans. All retaining wall/wingwall systems shall be supported by detail-build foundations consistent with the retaining wall/wing-wall system selected by the Contractor. Allowable detail-build Bridge Structure options are limited to the following:

1. Precast structural concrete arch, three-sided frame or CON/SPAN O-Series with headwalls and wing-walls selected from those listed in Section 531.01 of this Specification.
2. Composite Arch Bridge System with headwalls and wing-walls selected from those listed in Section 531.01 of this specification.

531.03 DESIGN REQUIREMENTS

The Bridge Structure, retaining wall/wing-wall systems and retaining wall/wing-wall system foundations shall be designed by a Professional Engineer (Engineer of Record) licensed in the State of Maine. The design shall be completed in accordance with the latest editions of the AASHTO LRFD Bridge Design Specifications, the MaineDOT Bridge Design Guide, MaineDOT Standard Details, MaineDOT Standard Specifications and project-specific Special Provisions.

The geotechnical design of the retaining wall/wing-wall systems and associated foundations shall follow recommendations provided in the following documents as appropriate for the Bridge Structure and retaining wall/wing-wall options (including foundations) selected by the Contractor.

1. Preliminary *Geotechnical Design Report for Interstate 395 over Webster Ave, Bangor, Maine*, December 20, 2012, Soils Report 2012-34C
2. Supplemental Geotechnical Design Memorandum Interstate 395 over Webster Avenue, Bangor, Maine, Soils Report, 2015-14C, 3 November, 2014
3. Final Geotechnical Design Memorandum Interstate 395 over Webster Avenue, Bangor, Maine, Soils Report 2015-XXX, X July 2015

The recommendations provided in the above referenced documents were developed during various stages of project development and are superseded by information shown on the Contract Plans and Specifications. Where differences existing between information contained in the above referenced documents and shown on the Contract Plans and Specifications the information shown on the Contract Plans and Specifications shall take precedence.

All foundations for retaining wall/wing-wall systems shall be embedded at or below the maximum depth of frost penetration of 5.5 feet.

Foundations supporting the Bridge Structure and retaining wall/wing-wall systems shall bear on undisturbed, naturally-deposited marine clay. The following guidelines shall be used by the Contractor to protect foundation subgrade soils during construction:

1. Make final excavations to the bearing subgrade level either by hand or by using smooth-bladed equipment to minimize disturbance. Excavations within 12 in. of the design subgrade level must be performed with care.
2. The exposed subgrade surface shall be examined in the field by Resident or a representative of the Department to verify strength and bearing capacity. Additional excavation may be necessary to remove localized areas of weak, disturbed or otherwise unacceptable soils.
3. Equipment and worker traffic should not be allowed on the exposed marine clay foundation bearing surface until the subgrade has been approved by the Resident.
4. Prevent water from accumulating on marine clay subgrade surfaces to reduce the possibility of soil softening. Subgrade surfaces that become disturbed due to water infiltration should be carefully re-excavated and stabilized.
5. If needed, place a thin layer of crushed stone over the approved subgrade to provide a stable working surface for workers and light equipment. Crushed stone will aid in stabilizing the subgrade in preparation for the placement of foundation concrete.
6. The Contractor shall not excavate within 12 in. of the proposed subgrade level until they are ready to install the crushed stone stabilization layer, if the Contractor determines that it is required. The stabilization layer should be installed on the same day that the final bearing level is exposed.

The Bridge Structure and retaining wall/wing-wall design, in its entirety, shall be independently checked by a Professional Engineer (different than the Engineer of Record) licensed in the State of Maine. Proof of the independent check shall be submitted to the Department as part of the final design submittal in accordance with 531.05 Submittals.

All design options shall be load rated in accordance with the AASHTO Manual for Bridge Evaluation, latest edition using the LRFR method. Each design option shall be rated based on the HL-93 live load and the HL-93 modified live load. The live load rating computations shall include a completed MaineDOT Summary of Rating Form based on the rating factors for the HL-93 live load only. The MaineDOT Summary of Rating Form may be accessed at the following MaineDOT web address:

http://www.maine.gov/mdot/publications/docs/guides/MaineDOT_Load_Rating_Guide_April_2015.pdf

The Bridge Structure shall be designed for a modified HL-93 live load. The modification to the HL-93 loading shall be an increase in the truck live load by 25% for the Strength I load combination only; all other load combinations shall use the standard HL-93 live load.

The Bridge Structure shall be centered over the mat foundation shown on the Contract Plans. The Bridge Structure clear span shall be a minimum of 20 feet at 3'-4" above the HMA surface and the clear rise shall be a minimum of 10'-0" above the HMA surface. The vertical alignment and finished grades shown in the Contract Plans shall not be modified. If a Bridge Structure with a span longer than the specified minimum is proposed, in all cases, construction of the Bridge Structure shall stay on the concrete mat foundation specified and shown on the Contract Plans. If

a bridge structure with a rise greater than the specified minimum is proposed, the Contractor shall verify construction of the 7' long guardrail posts with 4'-6" embedment provides a 3" minimum clearance over the top of the proposed structure. An allowable alternate is to use standard length guardrail posts and two layers of guardrail over the top of the structure at the Contractor's expense.

Retaining wall/wing-wall systems used in the Bridge Structure design proposed by the Contractor shall be supported on a foundation system consistent with the retaining wall/wing-wall system selected by the Contractor. The wingwalls shall be constructed of cast-in-place concrete, CON/SPAN Wingwalls or shall consist of any concrete proprietary wall system on MaineDOT's pre-approved products list. Each option shall have a headwall on each end of the buried structure to retain the Interstate 395 embankment.

531.04 MATERIALS

All materials shall meet the minimum requirements of the MaineDOT Standard Specifications, project-specific Special Provisions, and the Bridge Design Guide and shall apply to all work included within this Special Provision with additional project-specific requirements listed below:

Buy America **IS** applicable to this project.

Structural Concrete

- Precast concrete shall be in accordance with Standard Specification 712.061
All other concrete shall be Class A unless otherwise noted
- All steel hardware shall be galvanized per ASTM A153

Backfill material shall meet the requirements of Standard Specification 703.19, Granular Borrow, Material for Underwater Backfill, unless otherwise noted.

531.05 SUBMITTALS

The Contractor shall submit to the Department a formal design package submittal at the 50% design development stage containing plans that show the type of bridge structure to be constructed and an overall layout of the bridge including a plan, profile, and typical section drawing. The Department shall have up to ten business days to return comments on the 50% submittal. All comments by the Department shall be addressed by the Contractor with written verification of resolution from the Department prior to the final submittal.

The final submittal shall be submitted by the Contractor to the Department electronically and shall include the final Design Drawings, Design Computations, Load Rating Computations, including MaineDOT Load Rating form, and Design Check Computations for the bridge. The Department shall have up to ten business days to return comments on the final submittal. **All comments by the Department on the final submittal shall be addressed by the Contractor**

and verified by written approval from the Department prior to fabrication. The Design Computations and Load Rating Computations shall be signed and sealed by the Engineer of Record and the Engineer responsible for the design check. The Design Drawings shall be signed and sealed by the Engineer of Record.

Upon completion of construction, the Contractor shall submit an electronic submission of as-built drawings signed and sealed by the Engineer of Record with any field changes or alterations noted. If any field changes or alterations do occur and will affect the bridge structure load capacity, the load rating shall be updated.

531.06 CONSTRUCTION REQUIREMENTS

All included work shall meet the applicable sections of the Standard Specifications, Project specific Special Provisions, and Standard Details as well as the following:

Precast concrete options shall have standard membrane waterproofing over the entire structure. For a three-sided frame, the membrane shall be placed on the top and to 12 inches down on the vertical portion of the exterior sides. For an arch, the membrane shall be placed all the way down to the bottom on the extrados of the arch.

The Bridge Structure and retaining wall/wing-wall system shall be protected during removal of the existing bridge. Any damage to the proposed structures shall be at the Contractor's own expense.

All construction work shall be done within the existing right of way limits as shown on the plans.

A non-sacrificial, matte (no gloss) anti-graffiti protective coating shall be applied to the following areas (where applicable dependent on the structure type chosen):

- All exposed surfaces of concrete and composite bridge structures.
- All exposed surfaces of concrete and precast headwalls and wingwalls.

The anti-graffiti protective coating system shall be provided by one of the suppliers listed below:

Aquarius Coatings
Textured Coatings of America, Inc.
Dumond Chemicals, Inc.
Sherwin-Williams
N.B. Garber, Inc.
Marine Industrial
Industrial Coatings
IGP Corporation
Lotus Chemicals Co., Inc.
Jones-Blair Co.

ICI-Devoe
Superior Products International

Anti-graffiti coating shall be a permanent coating system, including primer, sealer or densifier coats as recommended by the manufacturer. The final coat of the system shall be a urethane based sealant which provides an invisible non-sacrificial penetrating barrier. Coating shall dry as a matte, no gloss finish. A high gloss finish is not allowed. The application of the coating product shall not result in yellowing or color change to the concrete or FRP surfaces.

The coating shall be a resistant to weather, humidity, abrasion, acid, alkali, salt spray, ultra-violet rays, and petroleum products and shall allow vapor transmission when tested in accordance with ASTM E 96.

The coating shall conform to MaineDEP, Chapter 151: ARCHITECTURAL AND INDUSTRIAL MAINTENANCE (AIM) COATINGS, 'Specialty primers, sealers, and undercoaters' VOC limit of 350 g/l. coating shall consist of application of applying a non-sacrificial, matte (no gloss) anti-graffiti protective coating.

Anti-graffiti coating shall be applied per the manufacturer's recommendations and at the direction of the Resident.

531.07 METHOD OF MEASUREMENT

The accepted Bridge Structure will be measured by lump sum for the design, detailing, fabrication, delivery, and construction of the new Bridge Structure.

531.08 BASIS OF PAYMENT

The accepted Bridge Structure will be paid for at the contract lump sum price for the pay item listed below. Such payment shall be full compensation for the design, detailing, fabrication, delivery, and construction of one of the options listed under 531.02 **Detail Build Options**, and all of the applicable items listed under 531.01 **Description** required for that option. The individual items shall be governed by their respective Specifications and Special Provisions.

The Lump Sum will be payable in installments as follows:

Upon acceptance of the design plans, computations, and load rating	20%
Completion of mat foundation and erection of bridge structure	40%
Completion of retaining wall/wing-wall systems, foundations and headwalls	20%
Upon acceptance of Bridge Structure	10%
Upon acceptance of As-Built plans	10%

Bangor
WIN 19311.00
I-395 Bridge over Webster Ave
July 23, 2015

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
531.51	Bridge Structure – Detail Build	Lump Sum

SPECIAL PROVISION
SECTION 603
PIPE CULVERTS AND STORM DRAINS

The provisions of Section 603 of the Standard Specifications shall apply with the following additions and modifications:

603.08 Backfilling Culverts and Storm Drains

Backfill material for installation of 24” Reinforced Concrete Pipe, Class V shall meet the requirements of section 703.22 – Underdrain Backfill Material.

603.11 Method of Measurement

Concrete pipe ties shall be measured per Group (3 ties per Group) as detailed and noted on the plan set.

603.12 Basis of Payment

Payment will be made under:

Pay Item		Pay Unit
603.175	18” Reinforced Concrete Pipe, Class III	Linear Foot
603.411	24” Reinforced Concrete Pipe, Class V	Linear Foot

SPECIAL PROVISION
SECTION 608
SIDEWALKS
(CONCRETE PAVERS)

The provisions of Section 608 of the Standard Specification shall apply with the following additions and modifications.

Description

The work covered by this section includes furnishing all labor, materials, equipment and incidentals for constructing concrete paver sidewalks. Concrete paver sidewalks shall be constructed in accordance with the details shown on the plans and the manufacturer's recommendations.

Submittals

1. [Four] representative full-size samples of the concrete paver type, thickness, color, finish that indicate the range of color variation and texture expected in the finished installation.
2. Submit sample of edge restraint to be used
3. Submit material certificates for bedding materials.

Materials

1. The concrete pavers shall be Hollandstone Pavers, as manufactured by Genest Concrete Works, Inc., 36 Wilson Street, Sanford, Maine Tel. # 1-800-649-4773, www.GenstConcrete.com, or approved equal. The thickness shall be 80mm [4" x 8' x 3-1/8"] and the color "Granite Blend".
2. The edge restraint shall be Brickstop Aluminum Paver Edging System 1-1/2" wide x 1-3/8" high x 8'-4" long anchored with 10" or 12" common spikes or approved equal.
3. Base course shall be Aggregate Subbase Course – Gravel as per MaineDOT Standard Specifications 703.06 b.
4. Bedding sand shall be washed, clean, non-plastic, free from deleterious or foreign matter and conform to the grading requirements of ASTM C 33.
5. Joint sand material shall conform to the grading requirements of ASTM C 144.

Construction

1. Protect concrete pavers during shipment, storage and construction against soiling and damage.
2. Subgrade soil shall be compacted to prevent settling of concrete pavers.
3. Subgrade preparation and elevations shall be checked by the MaineDOT resident prior to placing bedding sand and concrete pavers.
4. Base course shall be a Aggregate Subbase Course -Gravel constructed in accordance with the details shown on the plans.
5. Install edge restraints per manufacturer's recommendations.

6. Bedding course fine aggregate shall be placed and screeded, without compaction, to a uniform thickness of 1 in. to 1.5 in. (25 mm to 38 mm). Do not use bedding sand to fill depressions in the base surface. Prepared areas shall be protected from disturbance and moisture. Any saturated bedding aggregate shall be removed and replaced.
7. Lay pavers in straight lines parallel to the HMA pavement in a running bond pattern. Maintain manufacturers suggested joint spacing between concrete pavers.
8. Cut pavers with a double blade paver splitter or masonry saw.
9. Using full pavers install a continuous running bond edge course along outside edges of the sidewalk. Full width pavers shall be used throughout the infill and cut pavers shall be no smaller than one-third of a whole paver.
10. Use a low-amplitude plate compactor to vibrate the pavers into the sand. Remove any cracked or damaged pavers and replace with new pavers.
11. Sweep joint sand over the pavers and work down into the joints with multiple passes of the vibrator/compactor until joints are full and pavers fully seated. Sidewalk surface shall be broom clean after removal of excess joint sand.
12. The contractor shall be responsible for protecting work from damage due to subsequent construction activity on the site.

Method of Measurement

Concrete Paver Sidewalks will be measured by the lump sum.

Basis of Payment

Payment will be made under the following item:

Pay Item

608.243 Precast Concrete Pavers

Pay Unit

Lump Sum (Square Foot)

**Special Provisions
Pavement Markings
Item 627**

The Pavement Marking Contractor shall make all marking changes and additions as described below:

- At the intersection of Route 202 & Cold Brook Road in Hampden; on the southbound Cold Brook Road approach:
 - Remove all arrows and word messages from this approach.
 - Place two left turn arrows and one “ONLY” message in the left most lane.
 - Place the first arrow 6’ from the stop line and the second arrow 80’ from the first.
 - Place the “ONLY” message equidistance between the two arrows.
 - Place three combination left turn/thru arrows in the right most lane.
 - Place the first arrow 6’ from the stop line.
 - Place the second and third arrows 40’ and 80’ respectively from the first.
 - The Marking Contractor shall coordinate these changes with the Signal Contractor such that the new signal phasing and the marking changes occur at the same time.
- At the intersection of Cold Brook Road & Exit 180 SB temporary traffic signal:
 - Place temporary 24” stop lines on each Cold Brook Road approach and on the Exit 180 off ramp as shown in the Special Provisions, Temporary Traffic Signal, Item 643.
 - Remove these temporary stop lines when the detour is dismantled.
- The Resident may request the painting of additional lane lines, center lines and/or markings as he/she deems necessary for the safety of the traveling public.

627.09 Method of Measurement

As per *STATE OF MAINE, Department of Transportation, Standard Specifications, Revision of November 2014.*

627.10 Basis of Payment

As per *STATE OF MAINE, Department of Transportation, Standard Specifications, Revision of November 2014.*

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July 2015

Payment will be made under:

<i>Pay Item</i>	<i>Description</i>	<i>Pay Unit</i>
627.733	4" White or Yellow Painted Marking Line	Linear foot
627.75	White or Yellow Pavement & Curb Marking	Square Foot
627.77	Removing Existing Pavement Marking	Square Foot

SPECIAL PROVISION
SECTION 627
REMOVABLE PAVEMENT MARKING TAPE

The provisions of Section 627 of the Standard Specifications shall apply with the following additions and modifications:

627.01 Description

Preformed removable pavement marking tape shall be applied at locations shown on the plans by mechanical or manual methods. Mechanical applications shall be suitable for all markings. Manual applications shall normally be used for transverse lines, symbols, and legends. Follow manufacturer’s recommendations for equipment operation and maintenance, and product applications.

Black line masking tape shall be wider than the colored line it is intended to mask.

Removable pavement marking tape shall be removed prior to placing subsequent pavement courses but not until immediately prior to beginning paving operations.

Preformed pavement marking tape shall be stored and applied as directed by the manufacturer. The Contractor shall provide a copy of the manufacturer’s storage and application recommendations and the manufacturer’s certificate of compliance to the RE upon delivery of the material to the project. The certificate shall include the process, batch, or lot number(s) and corresponding date(s) of manufacture.

627.02 Materials

A. Temporary Pavement Tape - Use removable pavement marking tape consisting of polymeric backing materials with a retroreflective surface. Ensure that the underside of the tape is pre-coated with a pressure-sensitive adhesive to bond the tape to the roadway surface and is capable of withstanding traffic immediately after installation and for the duration of the intended service. Use a primer only if recommended by the manufacturer.

Provide tape that has a minimum skid resistance of 35 British petroleum number (BPN) when tested according to ASTM E 303. Do not use lead-based pigment in traffic tape. Provide tape that conforms to the requirements specified in the table below:

Requirements for Temporary Pavement Tape		
Property	White	Yellow
Minimum Specific Luminance (mcd/sq fc candelas) ASTM D 4581 ¹	500	300
Minimum Tensile Stress (psi) ² ASTM D 538	4D	4D
FED-STD-595B Color Chip No.	3777B	3353B

1. Use an entrance angle of 88.76’ and an observation angle of 1.05”.
2. Perform tensile stress testing with a testing speed of 6 inches per minute

Use tape that is capable of being removed manually, intact or in large pieces, without the use of solvents, burning, grinding, or blasting and without damage to the underlying surface.

B. Removable Black Line Masking Tape - Use black line masking tape that is black in color, non-retroreflective, and a plant polymer material. Ensure that the color conforms to FED-STD- 595B color chip No. 37030. Provide tape that does not produce a sheen under day, night, or wet conditions. Ensure that the tape is capable of masking the underlying stripes so that they do not reflect through. Provide tape that has a minimum skid resistance of 30 BPN when tested according to ASTM E 303. Ensure that the underside of the tape is pre-coated with a pressure- sensitive adhesive to bond the tape to the roadway surface and is capable of withstanding traffic immediately after installation and for the duration of the intended service.

Ensure that the removable tape is capable of being removed manually, intact or in large pieces, at temperatures above 40°F, without the use of solvents, burning, grinding, or blasting and without damage to the underlying surface.

Material shall be delivered to the project in original containers. Each container shall be clearly marked to indicate the color of the material, a specific description of the contents, and the process batch or lot numbers.

Material found to be discolored or damaged in any way or material manufactured more than one year prior to installation shall not be used.

627.09 Method of Measurement

Retroreflective temporary pavement marking lines of the type and width specified will be measured by the linear foot, to the nearest foot of length of marking applied.

The accepted quantities of temporary pavement tape will be paid for at the Contract unit price per linear foot. Payment will not be made for the removal of removable pavement marking tape.

Payment will be made under:

Pay Item		Pay Unit
627.51	6 Inch Temporary Pavement Tape, Yellow or White	Linear Foot
627.57	12 Inch Removable Black Line Masking Tape	Linear Foot

SPECIAL PROVISION
SECTION 634
HIGHWAY LIGHTING

The provisions of Section 634 of the Standard Specifications shall apply with the following additions and modifications:

634.01 DESCRIPTION

This work shall consist of furnishing and installing new luminaires, lighting standards, wiring conductors and new electrical service panelboard.

634.02 GENERAL

Lighting standards shall be provided as detailed on the Contract Drawings. Power connection for new lighting standards shall be obtained by a new panelboard to be connected to new metered service contracted with the *Central Maine Power Company*.

634.04 CABLE INSTALLATION

A separate, continuous, green insulated ground conductor shall be provided within all branch circuits.

634.05 LIGHT STANDARDS

Light Standards shall be as furnished by the *Architectural Area Lighting*: Model # PR3-3R10-125-10'-MDG, or approved equal. The lighting standard shall be round, straight aluminum 10-foot tall, with a 3-inch diameter shaft. The lighting standard shall have a polyester powder coat paint finish (medium gray).

634.06 LUMINAIRES

Type S1 Lighting Standard Luminaires: Luminaires as furnished by *Architectural Area Lighting* model #PKWS-ANG-T3-36LED-WW-MDG-LDL-PR3, or approved equal. Luminaire shall have a cast aluminum housing and top hood with stainless steel hardware. The luminaire reflector shall be matte finished aluminum. The optical system shall have 3500K LED emitters arranged to provide an IES Type 3 distribution pattern, and shall have an IES BUG rating of BI-U0-GO. The luminaire shall be UL listed for wet locations. The luminaire finish color shall be medium gray. The luminaire shall be warranted for five years.

Type S2 Tunnel Lighting Luminaires: Luminaires as furnished by *Kim Lighting*: model #LTV768WF/9L3KUV/RG60, or approved equal. The luminaire lens shall be a clear tempered soda lime, 3/16" thick, flush with lens ring, slightly crowned. The housing shall be heavy wall die-cast brass. The integral junction box shall be die-cast brass with stainless steel flat head slotted screws and molded silicone gasket. The optical system shall have 3500K LED emitters with a 340° rotation and a 30° tilt adjustment. The LED driver shall be rotated for 120 volts. The luminaire shall be UL listed for wet locations. Provide a one-piece cast bronze rock guard. The luminaire shall be warranted for five years.

634.08 SERVICE

The existing overhead utility services at the south side tunnel entrance shall be modified to provide replacement of the existing overhead secondary CMP electrical service with a new underground

electrical service. The existing overhead service between CMP pole #45 and the existing pole at the southwest corner of the tunnel shall be removed, and a new underground service shall be provided from the CMP pole #45 to a new service support frame. The new service support frame shall consist of 6x6 cedar posts with a 3/4-inch thick painted plywood backboard. The new service frame shall support the following:

1. A weatherproof, lockable service enclosure box to receive the new underground service from CMP pole #45.
2. A service conduit with service conductors from the weatherproof service enclosure box to the existing service meter at the existing pole located at the southwest corner of the tunnel.
3. A service meter for the new tunnel lighting panelboard with a service conduit and service conductors from the weatherproof service enclosure box.
4. An electrical panelboard as manufactured by Square D, NQOD series, or approved equal, with a NEMA 3R enclosure. The panelboard shall be rated 120/240 volt, 3 wire, 100 amperes, and shall include four 20-ampere, single pole, thermal magnetic branch circuit breakers.
5. A service ground consisting of a bare #6AWG service ground conductor to be connected to a 3/4-inch diameter by 10-foot long copper-clad steel grounding electrode.
6. A branch circuit conduit with branch circuit conductors from the electrical panelboard to the new Type S1 pole lights and the new Type S2 tunnel lights.

634.093 BASIS OF PAYMENT

Lump sum payment for highway lighting system shall be full compensations for furnishing, installing and erecting: wiring in conduit, pole wiring, and all other wiring, all identification tags, and all materials, labor and equipment, tools, miscellaneous hardware and incidentals necessary to complete the work. Payment shall also include all conduit and electrical boxes, as well as a materials, labor and equipment, tools, miscellaneous hardware and incidentals necessary to provide the new highway lighting electrical service.

The following items will be included in the Highway Lighting lump sum item:

1. Wiring conductors
2. Conduit
3. Electrical boxes
4. Conduit support and associated hardware
5. Electrical service panelboard
6. Electrical service meter
7. Electrical service support frame
8. Electrical service grounding

No separate payment will be made for these items. Materials and construction requirements shall be in accordance with Section 626, or as shown on the Plans.

The accepted quantity of luminaires will be paid for at the contract unit price for each luminaire type for the number of luminaires. Payment shall be full compensation for each luminaire, and all incidentals necessary to complete the work.

The accepted quantity of lighting standards will be paid for at the contract unit price each for the number of lighting standards. Payment shall be full compensation for the light standard, and all incidentals necessary to complete the work.

Pay Item

Pay Unit

634.160	Highway Lighting	Lump Sum
634.2042	LED Luminaires Type S1	Each
634.2042	LED Luminaires Type S2 Tunnel	Each
634.210	Conventional Light Standards	Each

SPECIAL PROVISION
SECTION 634
HIGHWAY LIGHTING
(Remove and Reset Light Poles)

Description: This work will consist of removing and relocating light poles and installing necessary wiring to energize them. The existing foundations shall be removed and become the property of the contractor. The existing light poles are approximately 40 feet long. The light poles will be relocated 0 to 5 feet from their existing locations.

Construction Requirements: The relocated light poles shall be installed in accordance with Section 634 and 626 and any applicable portions of the Standard Specifications and the Standard Details.

Method of Measurement: The removal and resetting of light poles shall be measured for payment by the unit, each, satisfactorily installed and operating.

Basis of Payment: Payment will be made for removal and resetting of each light pole.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
634.208 Remove and Reset Light Standards	Each

Highway Lighting Quality Control Checklist

Subsection 634.09 Field Testing

Project Pin # _____

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

Grounding Electrode Resistance at service _____

Number of Circuits _____

Hand-Off-Auto Switch? _____

Circuit #1

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

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

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

Operating Voltage at last pole _____

Circuit #2

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

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

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

Operating Voltage at last pole _____

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

Electrician's Signature _____

Electrician's License # _____

Highway Lighting Quality Control Checklist

Subsection 634.09 Field Testing

Project Pin # _____

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

Grounding Electrode Resistance at service _____

Number of Circuits _____

Hand-Off-Auto Switch? _____

Circuit #3

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

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

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

Operating Voltage at last pole _____

Circuit #4

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

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

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

Operating Voltage at last pole _____

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

Electrician's Signature _____

Electrician's License # _____

Traffic Signal Quality Control Checklist

Subsection 643.14 Field Testing

Project Pin # _____

Grounding Electrode Resistance at service _____

ID tags on loop amps / detector cards? _____

Location _____

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

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

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

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

Electrician's Signature _____

Electrician's License # _____

**Special Provisions
Temporary Traffic Signal
Item 643**

The Contractor shall install and maintain a temporary traffic signal at the intersection of Cold Brook Road and Exit 180 SB Ramps in Hermon for the duration of the I-395 detour.

Signal heads for each approach shall be mounted on a temporary span wire system with wood poles, stabilizing span and mast arm structure as shown on the plans. The cabinet with controller shall be pole mounted. Poles shall be guyed as necessary. Three heads shall face traffic on each Cold Brook Road approach and two heads shall face traffic on the Exit 180 Off Ramp. All signal heads shall have 12" R-Y-G circular LED indications with 5" backplates with a border of yellow retro-reflective tape applied.

Stop bar detection shall be provided on each approach. The Contractor shall determine the method of detection with the approval of the Construction Engineer.

The Contractor shall program the signal controller with the following phasing and timing (in seconds):

	Phase 1	Phase 2	Phase 3
Min Green	3	3	-
Extension	3	3	-
Max Green	55	25	-
Yellow Cl.	3.6	3.2	-
All Red	2.1	1.4	-
Recall	min	none	-

Phase 1 – Cold Brook Rd.
Phase 2 – Exit 180 Off Ramp
Phase 3 – not used

643.18 Method of Measurement

As per *STATE OF MAINE, Department of Transportation, Standard Specifications, Revision of November 2014.*

643.19 Basis of Payment

As per *STATE OF MAINE, Department of Transportation, Standard Specifications, Revision of November 2014.*

Payment will be made under:

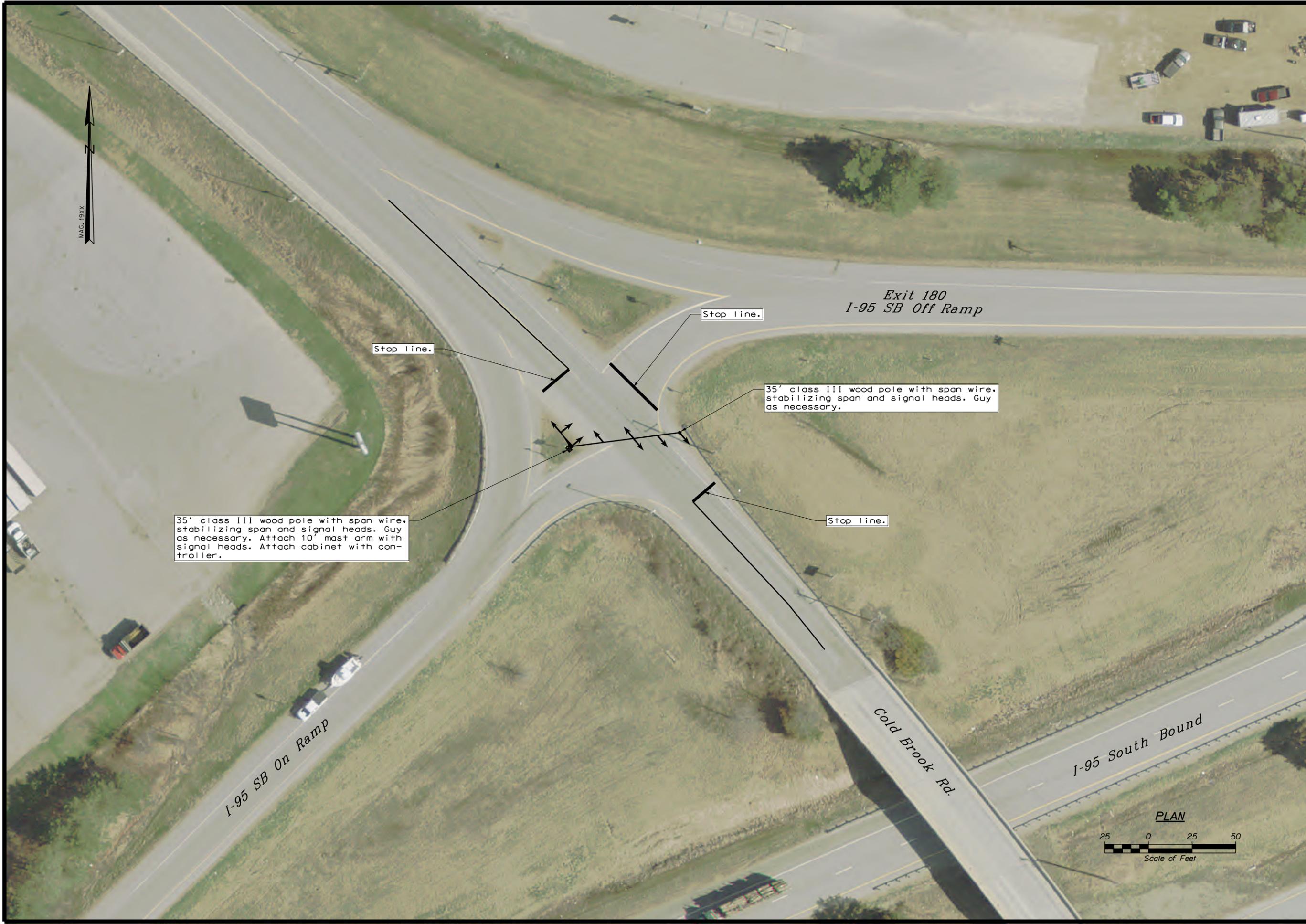
<i>Pay Item</i>	<i>Description</i>	<i>Pay Unit</i>
643.72	Temporary Traffic Signal: Cold Brook Road & Exit 180 SB Ramps	Lump Sum

Date: 8/3/2015

Username: mike.delois

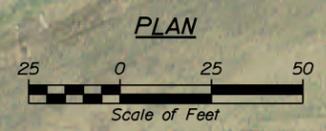
Division: TRAFFIC

Filename: ... \TRAFFIC\WSTA\001_Traffic.dgn



35' class III wood pole with span wire, stabilizing span and signal heads. Guy as necessary. Attach 10' mast arm with signal heads. Attach cabinet with controller.

35' class III wood pole with span wire, stabilizing span and signal heads. Guy as necessary.



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
AC-IM-1931(100)E
WIN
19311.00
TRAFFIC PLANS

PROJ. MANAGER	S. BOOGE	BY	DATE
DESIGN DETAILED			
CHECKED-REVIEWED	L. KRUSINSKI	I. WHITE	AUG. 2012
DESIGNS DETAILED			
REVISIONS 1			
REVISIONS 2			
REVISIONS 3			
REVISIONS 4			
FIELD CHANGES			

HERMON
COLD BROOK RD & EXIT 180
TEMPORARY TRAFFIC SIGNAL

SHEET NUMBER
1
OF 99

SPECIAL PROVISION
Section 646
646 Abandonment of Monitoring Wells

PART 1: GENERAL

1.1 SCOPE:

A. There is one observation well that will need to be properly abandoned prior to beginning work. The well is located at about station 296+05, 42' left. This observation well's location is shown on the plans.

1.2 GENERAL APPLICABILITY OF CODES, REGULATIONS AND STANDARDS:

A. The wells need to be abandoned following Maine Department of Environmental Protection (MDEP) document titled "Guidance for Well and Boring Abandonment" dated January 7, 2009. One of the abandonment procedures outlined in Section 4, subsection "Monitoring Wells" shall be followed.

1.2 SUBMITTALS:

A. Plan of action: Submit a plan detailing the well abandonment process.
B. Once the monitoring well abandonment has been completed, the contractor will fill out and give the Resident a Well Abandonment Record. A copy of the record can be found in the MDEP document titled "Guidance for Well and Boring Abandonment".

1.3 Basis For Payment:

Payment will be made under:

Pay Item
646.35 Seal Abandoned Wells

Pay Unit
LS

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

The provisions of Section 652 of the Standard Specifications shall apply with the following additions and modifications:

652.1 Description: Traffic control relating to detour shall be in accordance with the I-395 Eastbound and Westbound Detour Plans provided in the Contract Documents. The Contractor shall submit Traffic Control Plans for lane closures to install the work zone traffic control necessary to complete work. Submittals shall meet the requirements of Subsection 652.3.3 Submittal of Traffic Control Plan.

Traffic control maintaining pedestrian traffic through the work zone shall be provided. Access for pedestrians shall be maintained to the extent it is practical to provide such accommodations. If access to the site for pedestrians is to be suspended the Contractor shall provide signage indicating the closure and marking an approved detour route.

The Contractor shall furnish all signs noted herein and as otherwise necessary to complete proposed work. The Contractor shall furnish all sign posts, sign post breakaways and fasteners required to erect and maintain the signs.

652.2 Signs: The minimum required construction signing for the detour is shown on the I-395 Eastbound and Westbound Detour Plans. Additional signing, required for the completion of work and nighttime lane closures includes but is not limited to the following:

Interstate Approaches. Approach signing for the work on the Interstate shall include the following signs

Road Work 1 Mile
Road Work 500 Feet
Road Work Next x Miles

Interstate Work Areas. For temporary lane or shoulder closures at the work sites, signs, flashing arrow boards and channeling devices shall be used at the direction of the Resident. Work Zone Speed Limit and End Work Zone signs shall be incorporated into the temporary night time lane closures.

Signs Include:

Right or Left Lane Closed 2 Miles
Right or Left Shoulder Closed Ahead
Right or Left Shoulder Closed
Lane Ends 1 mile Merge Right or Left Now
Right or Left Lane Closed 1/2 Mile
Do Not Pass*
Right/Left Merge Symbol (W 4-2)

End Work Zone Speed Limit*
Trucks Entering
Flagger Sign

* Regulatory - white with black legend and border

Work zone speed limit sign packages will also be required at the end of any on-ramps that are within the lane closure

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

Road Work Ahead signs shall be used on roads adjacent to the interstate when the Contractor is working on or near an on-ramp or when the on-ramp enters a lane closure area.

652.3.3 Submittal of Traffic Control Plan This Subsection is amended by the addition of the following:

The Department has prepared only schematic detour plans for closure of I-395 required to complete the Project. If changes to the provided detour plans are proposed the contractor shall submit an updated plan for the Department's review and approval.

The Contractor shall submit for Department approval Traffic Control Plans for temporary lane closures to install the bridge work zone traffic control and to complete work.

The Contractor shall submit for Department approval Traffic Control Plans for maintaining pedestrian traffic through the work zone, or detouring pedestrian traffic as necessary.

652.3.3.f Notification Procedure

The Contractor shall provide a schedule of anticipated lane closures and bridge work zones to the Resident on a weekly basis, and provide a minimum notice of 72 hours of proposed changes to the lane closures and bridge work zones.

Due to the complexity of the traffic control for the 84 hour closure, the Contractor is required to hold a Traffic Control Meeting at least 2 weeks prior to the planned 84 hour closure to coordinate the closure with all parties. Attendees at the meeting shall include the Contractor, Resident, MaineDOT (project manager, regional traffic engineer, state traffic engineer), City of Bangor, City of Brewer, Town of Hampden and designer of record. Coordinate with Resident.

652.3.4 General: The following is added:

Truck Mounted Attenuator. All short duration or mobile operations on the shoulders on I95 and I 395 shall use a truck mounted attenuator. Any work on the shoulders shall not encroach in to the travel lane(s).

This work consists of furnishing, maintaining and deploying a truck mounted attenuator (TMA) and a shadow or barrier truck in accordance with this specification and/or as directed by the Resident. A Truck Mounted Attenuator must comply with NCHRP 350 Report.

The energy absorbing system shall be either the Alpha 100 ICTMA system as manufactured by Energy Absorption Systems, Inc. of Chicago, Illinois, MPS-350--UI system as manufactured by Trinity Industries of Dallas, Texas or an approved equal. The TMA shall be mounted in accordance with the manufactures specifications to a truck with a gross vehicle weight of at least 4.5 Mg [10000 pounds]. Installation The chart below identifies the distance from the work zone or hazard where the TMA shall be deployed. If the work zone is within a marked lane closure, the barrier truck distances shall apply and if the work is mobile, then shadow truck distances shall apply. When used as a barrier, the barrier truck shall be parked in low gear with brakes applied and the front wheels turned away from the work zone and the adjacent traffic lane. Truck mounted attenuator is paid for under item 652.361. For placement details, see detail for Stationary Truck Mounted Attenuator:

Weight Of Truck	Barrier Truck Distance from Work Zone of Hazard	Shadow Truck Distance from Work Vehicle or Work Zone
4.5Mg [10,000 lbs]	76m 250ft	90m [300 ft]
6.8 Mg [15,000 lbs]	60 m 200 ft.	75 m [250 ft]
>10.8 Mg [24,000 lbs]	45 m 150 ft.	60 m [200 ft]

Channelization.

Channelization devices shall include the following:

- Flashing Arrow Boards
- Vertical Panel Markers
- Drums (In lane closures, The Contractor shall place 3 drums across a closed lane every 1500')
- Temporary Raised Pavement Markers

Channelization devices shall be installed and maintained at the spacing determined by the MUTCD to delineate travel lanes through the project. Vertical Panel markers shall be placed 2 feet from the outside edge of the shoulder on the passing lane at 600 feet intervals when the travel lane is closed in overnight lane closures. The vertical panel marker size shall be 12 inches x 24 inches. When directed by the Engineer, drums or other channelization devices shall be placed in the closed lane at a maximum spacing of 2 x speed limit.

Crossover Use.

Interstate crossovers shall not be used by the Contractor at any time, except as required for installation, maintenance and removal of portable changeable message signs. Interstate crossovers shall not be used to change direction, store materials or park vehicles or equipment at any time. Existing crossovers shall be closed within the project limits, utilizing drums at all times during phased bridge construction, and times when lane closures are in place.

Crossovers shall not be blocked from the normal use by MaineDOT maintenance or State Police forces. There shall be no diverting of traffic between northbound and southbound lanes.

652.3.6 Traffic Control:

Temporary lane closures shall not be set up until work in the area is to be performed and must be removed when no work is being performed.

Existing pavement markings at centerline in the taper to the lane closure shall be taped over with an approved material beginning at the first drum in the taper in overnight lane closures, at the direction of the Resident.

See General Notes on the Bridge Plans for requirements for temporary pavement marking tape. Temporary approved raised pavement markers will not be permitted for the temporary lane reconfiguration at I-95 Exit 180, but may be approved for use on other areas of the project, subject to Resident approval.

Placing all temporary pavement marking tape or markers will be paid under Item 627.51 – 6 Inch Temporary Pavement Tape, Yellow or White

Roadside Recovery Area.

The Contractor shall not temporarily store material nor park equipment within 15 feet of the edge of the established travel lanes without a lane or shoulder closure.

No long term storage of equipment or material will be allowed within 30 feet of the edge of the established travel lanes. Temporary storage shall be defined as less than 12 hours.

Speed Limits in Work Zones.

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

1. The speed limit during the closure for I395 Westbound in Bangor west of the Main Street Bridge/Overpass shall be 35 mph.
2. The speed limit during the closure for I395 Westbound at the easterly end of the Penobscot River Bridge shall be 50 mph.
3. The speed limit during the closure on Cold Brook Road in the vicinity of I 95 shall be reduced to 35 mph.

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
(Portable-Changeable Message Sign)

The provisions of Section 652 of the Standard Specifications shall apply with the following additions and modifications:

652.2.5 Portable-Changeable Message Sign

Portable-Changeable Message Signs shall be furnished by the contractor for installation and use at the following locations:

1. Near Brewer/Holden town line, Route 1A , approximate 1500 feet +/- east of the intersection of I 395 and Route 1A.
2. Brewer, Route 15 (South Main Street), approximately 100 feet south of the traffic signal for the I-395 exit 4 off/on ramp (northerly corner of Route 15/South Main Street and Abbot Street)
3. Hampden, Route 202, approximately halfway between Western Avenue and Cold Brook Road
4. Hampden/Bangor, Route 1A, between I-395 and railroad line over Route 1A
5. Bangor, Route 1A (Main Street), north of I-395
6. Bangor, Route 2, between 1500' and 3000' west of the I395/Odlin Road intersection.
7. Bangor, I95 SB, between exit 182 and 183
8. Bangor, I95 NB, existing cross over located approximately 4500' +/- south of Exit 182

In addition to Portable-Changeable Message Signs, the Contractor shall coordinate with the Department to place messages on the following permanent message boards:

1. Bangor, I95 SB near Chase Road
2. Bangor , I95 SB, in the vicinity of the Stillwater Avenue exit 186
3. Hermon, I95 NB, 3600' south of exit 180

The Portable- Changeable Message Signs shall be in place a minimum of 3 weeks and a maximum of 5 weeks before the I395 closure.

The exact location of any Portable-Changeable Message Signs shall be approved by the Resident.

The Contractor shall ensure all message signs shall be remotely controlled from the job site via hard wire telephone, cell phone and/or radio.

The Contractor/Manufacturer shall provide training for the operation of the signs to the Resident and any MaineDOT representatives as deemed necessary.

The Contractor shall make all Portable-Changeable Message Signs on the project work site available to the MaineDOT for any/all emergency situation as defined by the MaineDOT. This shall include the preemption of any messages running at the time of need as directed by the MaineDOT and the Resident.

The Contractor shall provide, operate and maintain the Portable-Changeable Message Signs. The Contractor shall remove, transport and maintain the signs as directed by the Resident. The Contractor will be responsible for the day to day programming and operation of the signs.

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

(Traffic Coordinator)
(Traffic Monitor during I395 Closure)

652.1 Description

This Subsection is amended by the addition of the following

The Contractor shall assign a Traffic Coordinator to the Project who shall coordinate the all traffic control on the Project and work with the Project Superintendent and Resident to ensure safe and efficient set up, maintenance and removal of the traffic control layouts and devices for the project during the I395 lane closures and full closure.

The Contractor shall provide full time Traffic Monitor(s) to the Project who shall continuously observe and patrol the traffic setups to ensure traffic is flowing as anticipated, and all traffic control devices (PCMS, signs, arrow boards, drums, cones, Type III barrier, etc.) are in the correct locations and functioning properly.

The following Subsection is added:

652.3.4.1 Traffic Coordinator

The Contractor shall submit to the Resident for approval the name of the Traffic Coordinator to be assigned to the Project. The submission shall include the qualifications, certifications and experience of the proposed Traffic Coordinator. The proposed Traffic Coordinator shall have a minimum of two years experience in the set up and removal of Interstate traffic control work zones.

The Traffic Coordinator duties shall include, but are not limited to:

- a) Developing in conjunction with the Resident and project superintendent a traffic control program for the day's work activities which will facilitate traffic in a safe and efficient manner.
- b) Ensuring all traffic control implements (signs, arrow boards, barrels, portable-changeable message signs, concrete barrier, etc.) are on-site or readily available, and required subcontractors are available, so the traffic program can be implemented effectively.

Directing the safe and effective set up and removal of all signing implements to least impact the traveling motorist.

Reviewing and understanding the Project detour and traffic control plans.

Demonstrating a working knowledge of construction signing and traffic control requirements in conformance with the latest issued Manual on Uniform Traffic Control Devices.

- c) The Contractor shall supplement the traffic control plan with a daily plan, which includes schedules for utilizing traffic coordinators and flaggers. This plan shall be submitted daily and agreed upon cooperatively with the Resident.

The Traffic Coordinator may participate in the setup, maintenance and removal of traffic control layouts and devices throughout the project.

The Traffic Coordinator may be assigned as the Traffic Monitor when not involved in the setup, maintenance and removal of traffic control layouts and devices; performing other project related tasks as required.

The Traffic Coordinator shall provide the Department the names and cell phone numbers of the persons assigned as Traffic Coordinator , Traffic Control Personnel and Traffic Monitor for all time periods a minimum of 48/72 hours prior to the shift duty.

The following Subsection is added:

652.3.4.2 Traffic Control Personnel

The following Subsection is added:

The Contractor shall submit a list of traffic control personnel assigned to the project including qualifications, certifications and experience.

Traffic control personnel shall have experience in the in the set up and removal of Interstate traffic control work zones; shall have been trained and be able to demonstrate a working knowledge of construction signing and traffic control requirements in conformance with the latest issued Manual on Uniform Traffic Control Devices; and shall be able to demonstrate an understanding the Project detour and traffic control plans.

The following Subsection is added:

652.3.4.3 Traffic Monitor

The traffic monitor(s) shall provide at least hourly monitoring (24-hours/seven days a week) when Project traffic control devices are in place (including non-work hours) to monitor and report traffic issues and to advise the Traffic Coordinator of damaged, displaced or non-functioning traffic control devices (arrow boards, portable changeable message signs, barrels, signs, etc.).

The traffic monitor shall report any and all disabled motorists, accidents or other unusual occurrences to the Resident or his representative, the Maine State Police, or the Department's communication dispatcher throughout the duration of any and all lane closures.

At a minimum of four times daily, the Traffic Monitor shall at inspect the Contractor's traffic control on the local roads in the Cities of Bangor and Brewer and the Town of Hampden to ensure the correct signs and Portable changeable message signs, are in place, are not damaged or disturbed, and/or are operating properly.

The Contractor shall provide the Traffic Monitor(s) a dedicated patrol vehicle for traffic monitoring and project patrol.

The dedicated patrol vehicle(s) shall meet the following requirements:

- a. In good mechanical condition, clean and presentable at all times.
- b. Be equipped with a cellular phone capable of communicating with the Resident, the Superintendent, the traffic coordinator or his representative, the State Police (City police).
- c. Be equipped with a pager (message - number) to be worn by the patrol vehicle(s) operator to allow for continuous communication throughout the duration of all lane closures.
- d. Be equipped with a mounted revolving amber light or amber strobe light capable of 360-degree visibility to meet all lighting requirements.
- e. Be equipped with a light bar (“Arrowstik” arrow board).

The Traffic Monitor may not participate in the setup, maintenance and removal of traffic control layouts and devices throughout the project, except in emergency situations, or as approved by the Resident.

The Traffic Monitor may make minor adjustments in the setup and perform emergency maintenance on traffic control devices throughout the project, if required.

The Traffic Monitor shall be able to remotely change the messages on the Portable changeable message signs, so the Portable changeable message signs provide current information to the public traveling to or through the work zone.

652.3.6 Traffic Control

This Subsection is amended by the addition of the following:

All vehicles used during the installation and removal of traffic control devices, including lane closures, shall be equipped with a vehicle-mounted Arrowstik, model AS-10/ or AS/847, as manufactured by:

Public Safety Equipment, Inc.
10986 North Warson Road
St. Louis, MO 63114-2029

or an equal as determined by the Resident. The arrow board shall be capable of displaying a left arrow, right arrow, double arrow, and a light bar.

If the proper maintenance of traffic and proper provisions for traffic control are not being provided by the Contractor, the Department reserves the right to assume maintenance of the traffic control and deduct the cost from any money due or to become due under the Contract. The Department also reserves the right to suspend all work until the Contractor provides the proper maintenance of traffic and provisions for traffic control to the satisfaction of the Resident.

652.7 Method of Measurement

The third paragraph is deleted and replaced with the following:

Maintenance of traffic control devices will be measured by lump sum for all authorized and installed traffic control devices. Traffic control devices required to complete the work will be measured for payment under their respective pay items. Traffic control devices will only be measured for payment the first time used. Subsequent uses shall be incidental to Item 652.361.

The following sentences are added:

The vehicle mounted “Arrowstik” arrow boards, mounted on trucks used for installation and removal of lane closures and the Traffic Monitor’s dedicated patrol vehicle, will not be measured separately for payment, but shall be incidental to Item 652.361.

The Contractor’s dedicated traffic employees, including Traffic Coordinator(s) and traffic control personnel, will not be measured separately for payment, but shall be incidental to Item 652.361, Maintenance of Traffic Control Devices.

The Traffic Monitor will be measured by the calendar day for each calendar day that the Contractor furnished the Traffic Monitor and dedicated patrol vehicle 24/7 as specified herein. The Traffic Monitor’s dedicated patrol vehicle(s) with cellular phone(s), and pager(s) will be not be measured separately, but shall be incidental to the Traffic Monitor pay item.

The contract unit price per calendar day for the Traffic Monitor shall be full payment for each day for such monitoring, encompassing all areas of the contract, regardless of whether or not the work areas or projects are geographically separated.

652.8 Basis of Payment

Payment will be made under:

Pay Item	Pay Unit
652.382 Traffic Monitor	Calendar Day

SPECIAL PROVISION
SECTION 674
PREFABRICATED CONCRETE MODULAR GRAVITY WALL

Add the following to 674.02 Materials, after “Concrete Units:” and before the paragraph beginning with “Tolerances”

Defects Defects which may cause rejection of precast units include, but are not limited to, the following:

- A. Any discontinuity (crack, rock pocket, etc.) of the concrete which could allow moisture to reach the reinforcing steel.
- B. Rock pockets or honeycomb over 6 square inches in area or over 1 inch deep.
- C. Edge or corner breakage exceeding 12 inches in length or 1 inch in depth.
- D. Any other defect that clearly and substantially impacts the quality, durability, or maintainability of the structure, as determined by the Fabrication Engineer.

Repair honeycombing, ragged or irregular edges and other non-structural or cosmetic defects using a patching material from the MaineDOT Qualified Products List (QPL). The repair, including preparation of the repair area, mixing and application and curing of the patching material, shall be in accordance with the manufacturer's product data sheet. Corners that are not exposed in the final product may be ground smooth with no further repair necessary if the depth of the defect does not exceed 1/2 inch. Remove form ties and other hardware to a depth of not less than 1 inch from the face of the concrete and patch the holes using a patching material from the MaineDOT QPL.

Repair structural defects only with the approval of the Fabrication Engineer. Submit a nonconformance report (NCR) to the Fabrication Engineer with a proposed repair procedure. Do not perform structural repairs without an NCR that has been reviewed by the Fabrication Engineer. Structural defects include, but are not be limited to, exposed reinforcing steel or strand, cracks in bearing areas, through cracks and cracks 0.013 inch in width that extend more than 12 inches in length in any direction. Give the QAI adequate notice prior to beginning any structural repairs.

Permeability Resistivity The concrete shall contain a minimum of 5.5 gallons per cubic yard of calcium nitrite solution. The minimum permeability of the concrete as indicated by Surface Resistivity shall be 17 KOhm-cm.

SPECIAL PROVISION
SECTION 801
SANITARY SEWER

Description

This work shall consist of constructing new sanitary sewer main, in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans and as directed by the Resident Inspector in the field.

Materials:

Polyethylene Pipe (8 inch) - ASTM-1248 and ASTM-3350; cell classification 345434C, SDR 17
Flexible Couplings - conform to applicable parts of ASTM C443, C564 and D1869

Submittals

Submit shop drawings and product information for the following:

- Polyethylene pipe
- Pipe joint fusing method/equipment
- Flexible couplings
- Sewer bypass plan

Construction Requirements

Excavation

Trenches shall be excavated in accordance with the requirements of Section 206 - Structural Excavation and shall be wide enough to allow for joining the pipes and compacting the bedding and backfill material under and around the pipes. Unless otherwise designated, trench walls shall be as nearly vertical as possible and the trench width be no greater than necessary for installation of the pipes.

Pipe Inspection

Pipe will be inspected upon delivery and all pipe which does not conform to the requirements of this contract will be rejected and shall be immediately removed from the work area by the Contractor.

Unsatisfactory pipe will be either permanently rejected or minor repairs made. After delivery, any pipe will be rejected which has been damaged beyond the possibility of satisfactory repair.

If damaged pipe is found in the pipeline, it shall be removed and replaced or encased in a Class A concrete collar or envelope as directed, at no additional cost to the City.

An inspection of the interior of all mainline pipe installed as part of the project shall be completed prior to final completion of the project. Inspection shall be completed by experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television. A video tape and suitable log shall be provided to the City for review prior to final paving. Pipe inspection

Shall be incidental to pay item 801.17.

Bedding

The sanitary sewer pipe shall be bedded in crushed stone.

Laying

The Contractor shall not install nor backfill sanitary sewer pipe between December 15th and April 1st without written permission.

Install locating/warning tape over the centerline of all sanitary sewer pipe. Both a green warning tape and a number 10 or 12 gauge single strand coated wire shall be installed at a maximum of 24 inches below finish surface grade for the entire length of the pipe. Magnetic warning tape may be used in place of the separate warning tape and wire. Warning tape shall be incidental to pay item 801.17.

Rigid insulation shall be installed in accordance with the details in areas where the depth of cover over the sanitary sewer pipe is less than 6 feet. Rigid insulation (2") shall be installed between new sanitary sewer and other utility pipes where the separation between the outside of each pipe is less than 1 foot. Insulation shall be incidental to pay item 801.17.

Joining

The pipe ends shall be thoroughly cleaned. Pipe shall be joined by the heat fusion process to produce a homogeneous, sealed, leak-tight joint. Joints shall be made in accordance with the manufacturer's recommended procedures.

Backfilling

Trenches shall be backfilled in accordance with Section 206.03 and as follows. The backfill shall be original excavation in 12 inch maximum lifts and shall be thoroughly compacted with power tampers or vibratory compactors or other approved equipment or combination of equipment.

Sewer Bypass

Sewer flow shall be maintained at all times. The Contractor shall prepare and submit a bypass pumping plan to the Engineer for review and approval in advance of work. The plan shall identify the equipment to be used along with the operations and maintenance procedures proposed by the Contractor to bypass flow throughout the duration of construction. No overflow of sanitary sewage or combined sewage to any overland area or receiving water is permissible. The Contractor shall be solely responsible for all damages or fines associated with overflows that occur as a result of the sewer installation work. All costs associated with bypass pumping shall be considered incidental to the pay item 801.17.

Flexible Couplings

Refer to details for flexible coupling locations. Flexible couplings are incidental to pay item 801.17.

Testing

Gravity sewer pipes shall be tested by low pressure air in accordance with ASTM F1417 or City of Bangor standards, whichever are more stringent.

Method of Measurement

Polyethylene pipe will be measured by the length in linear foot (LF) along the invert, horizontally and vertically, including fittings and caps, laid as directed, complete in place, and accepted. Pipe laid in excess of the authorized length will not be included. Pipe installed inside a manhole will not be measured for payment.

Basis of Payment

The accepted quantities of pipe will be paid for at the contract unit price per linear foot, for the types and sizes specified, complete in place and shall be full compensation for all labor, materials, equipment, excavation, dewatering, bedding, furnishing and installing pipe, flexible couplings, insulation, removal and disposal of existing pipes, connecting to manholes, backfill, compacting, cleaning, testing, maintaining existing flows, and all other incidental required.

No payment will be made for pipe ordered without written approval of the Resident Inspector when such pipe is not required to be installed for completion of the work.

Payment will be made under:

Pay Item

Pay Unit

801.17 8 inch Sanitary Sewer (SDR-17)

Linear Foot

SPECIAL PROVISION
SECTION 803
SANITARY SEWER MANHOLES

Description

This work shall consist of the construction and placement of sanitary sewer manholes. The provisions of Section 604 shall apply with the following additions and modifications.

Materials

Manhole frames and covers shall be circular. Diameter of the covers shall be 24” and frame outside diameter shall be 26”. Sewer covers shall have “Sewer” cast in to the cover. Refer to details in the plan set.

Submittals

Submit shop drawings and product information for the following:

- Precast concrete manhole
- Precast manhole inverts
- Manhole steps
- Cast iron manhole frame and cover

Construction Requirements

All manhole bases, barrel sections and top sections shall be marked by the manufacturer with the appropriate manhole station and offset and project name.

Sanitary sewer shelves, channels and inverts shall be constructed of brick set in mortar or pre-cast concrete. Pre-cast inverts shall be cured at least 7 days in a controlled environment with use of plasticizers to reduce moisture content before applying epoxy. Epoxy shall be Sikagard 62 or approved equivalent and shall be cured in accordance with manufacturer’s recommendations before delivery to the project site.

Outside surface of any masonry work shall be plastered with mortar from ¼ to 3/8 inch thick. The masonry shall be properly wetted before the plaster is applied. The plaster shall be carefully spread and troweled so that all cracks are thoroughly worked out. After hardening, the plaster shall be carefully checked by being tapped for bond and soundness.

All brick masonry surfaces with mortar shall be waterproofed with one coat of Dehydratine 6 Trowel Mastc, Dehydratine 10 Semi-mastic or approved equivalent.

All poured concrete or precast concrete surfaces shall be waterproofed with two heavy coats of bituminous waterproofing materials. The material shall be Minwax Fibrous Brush Coat made by the Minwax Company, New York, New York; Tremco 121 Foundation Coating, made by the Tremco Manufacturing Company, Cleveland, Ohio; Inertol No-7 made by Inertol Company, Newark, New Jersey or approved equal.

Manhole Structures Removed

Existing castings to be removed shall be carefully removed and delivered to the City, if requested. Otherwise they shall be disposed. Removal of existing manholes shall be incidental to pay item 803.173.

Testing

Vacuum Test: Prior to backfilling, all manholes shall be vacuum tested in the following manner:

- a. A vacuum of 10 inches of Hg shall be drawn on the manhole and the loss of 1 inch of Hg vacuum timed. The manhole shall be considered to have passed the test if the time for loss of 1 inch of Hg is 2 minutes or longer.
- b. If the manhole fails the initial test, the Contractor shall locate the leaks and make repairs. The manhole shall be retested until a satisfactory result is obtained.

Manhole Repairs

Correct leakage by reconstruction, replacement of gaskets and/or other engineer-approved methods.

Method of Measurement

Under this subsection the following sections shall be amended as follows:

- a. Subsection (a) of the Standard Specifications shall be deleted and the following paragraph shall be included:
Complete structures. Each manhole will be measured per each complete.
- b. Subsections (c) and (d) of the Standard Specifications shall be deleted and the following paragraph shall be included:
All steps, castings or other appurtenances installed as shown on the plans or as required shall incidental to pay item 803.173.
- c. Separate payment for manhole removal shall be made whenever the center of the structure to be removed is 8 feet or more from the center of a new manhole. If the center of a manhole to be removed is less than 8 feet from the center of a new structure, no separate payment will be made for manhole removal, in which case the cost of manhole removal shall be considered incidental to the cost of the new structure.
- d. Method of measurement for structural excavation and subsequent gravel backfill or granular borrow if ordered, shall be bounded by a vertical plane measured 18-inches around the outside diameter of each structure.

Basis of Payment

The first paragraph shall be amended by adding the following sentence:

The cost of furnishing and installing steps, installing reinforced steel concrete stubs and other appurtenances shall be considered as incidental to the structure and no separate payment will be made.

The cost of excavation and backfill of all manholes, either new, or removed and/or replaced shall be included in the cost of the specific work for each type of structure.

The cost of maintaining flows in existing sewer lines and manholes and any maintenance and cleaning of said sewers that may be required as a result of new manhole installations shall be incidental to the related pay item and no separate payment for this work will be made.

Connection of existing pipes to proposed structures, including all necessary excavation, fittings and backfill shall be considered incidental to the respective structure and no separate payment shall be made.

Payment will be made under:

Pay Item

Pay Unit

803.173 Sewer Manhole – 4’ Diameter

Each

SPECIAL PROVISION
SECTION 841
(Bollard)

Description This work shall consist of furnishing and installing fixed steel tube bollards, reinforced concrete foundation, and associated hardware necessary to complete the work as detailed on the plans. All earthwork, excavation, concrete, compacted backfill shall be incidental to the bollard.

Materials

1. The main body of the product shall be constructed from ASTM A500 in accordance with Section 713.01 steel and be accompanied with steel mill certifications/test reports for the steel being used to ensure the durability and performance of the product. Secondary and non-ASTM steel may not be substituted.
2. The reinforced concrete base circular pier footing shall meet the general requirements of Section 502 – Structural Concrete, Class A and shall be reinforced with steel bars meeting the requirements of Section 503 – Reinforcing Steel, Plain Reinforcing Steel. The pier dimensions and reinforcing layout shall be as per the manufacturer’s recommendations.

Construction Requirements

1. Steel Bollards shall be spaced and located as shown on the plans. Final locations shall be adjusted in the field.

Manufacturer Acceptable products and manufacturers include:

1. Traffic Guard Embedded RFP Series Bollard (Model: RFP4560R) as manufactured by Traffic Guard, LLC. www.trafficguard.net
2. MaxiForce Fixed Bollard (Model: MFRN-RS2-N5) as manufactured by Blue Ember Technologies, LLC. www.maxiforcebollards.com
3. Reliance Foundry Fixed Embedded Mount (Model: R-7902) as manufactured by Reliance Foundry Co. Ltd. www.reliance-foundry.com
4. Approved equal.

Finish

1. The bollard shall be primed with zinc rich coating system (primer) in accordance with Section 506.
2. The bollard shall have a Fusion Bonded Epoxy Coating finish (yellow, RAL1028) in accordance with Section 506.

Method of Measurement Bollards and all necessary incidentals to complete the work shall be paid for by each complete and accepted in place.

Basis of Payment The quantity of bollards will be paid for by the contract unit price for each installation. Such payment will be full compensation for all labor, excavation, backfill, tools, associated hardware, and any other incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
841.48	Bollard	Each

SPECIAL PROVISION

SECTION 841

(Removable Bollard)

Description This work shall consist of furnishing and installing removable steel tube bollards, reinforced concrete foundation, and associated hardware necessary to complete the work as detailed on the plans. All earthwork, excavation, concrete, compacted backfill shall be incidental to the bollard.

Materials

1. The main body of the product shall be constructed from ASTM A500 in accordance with Section 713.01 steel and be accompanied with steel mill certifications/test reports for the steel being used to ensure the durability and performance of the product. Secondary and non-ASTM steel may not be substituted.
2. The reinforced concrete base circular pier footing shall meet the requirements of Section 502 – Structural Concrete, Class A and shall be reinforced with steel bars meeting the requirements of Section 503 – Reinforcing Steel, Plain Reinforcing Steel. The pier dimensions and reinforcing layout shall be as per the manufacturer’s recommendations.

Construction Requirements

1. Steel Bollards shall be spaced and located as shown on the plans. Final locations shall be adjusted in the field.
2. Bollard shall remove completely from the base unit. The bollard body shall be no more than eight (8) inches below grade to allow for minimal lifting efforts.
3. The removable bollard shall be lockable with a padlock. The padlock and keys will be provided by the City of Bangor, and shall be in-place before the new bridge is open to traffic.

Manufacturer Acceptable products and manufacturers include:

1. TrafficGuard Locking Key Lock Series Bollard (Model: RP3504L) as manufactured by Traffic Guard, LLC. www.trafficguard.net
2. MaxiForce Removable Bollard (Model: MRHP-RS2-HDH5) as manufactured by Blue Ember Technologies, LLC. www.maxiforcebollards.com
3. Reliance Foundry Removable Receiver with Lid (Model: R-7902) as manufactured by Reliance Foundry Co. Ltd. www.reliance-foundry.com
4. Approved equal.

Finish

1. The bollard shall be primed with zinc rich coating system (primer) in accordance with Section 506.
2. The bollard shall have a Fusion Bonded Epoxy Coating finish (yellow, RAL1028) in

accordance with Special Provision 506.

3. The steel bollard base and lid assembly shall be hot-dip galvanized in accordance with Section 506.
4. The lock assembly shall be Series 300 stainless steel.

Method of Measurement Bollards and all necessary incidentals to complete the work shall be paid for by each complete and accepted in place.

Basis of Payment The quantity of bollards will be paid for by the contract unit price for each installation. Such payment will be full compensation for all labor, excavation, backfill, tools, associated hardware, and any other incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
841.481 Removable Bollard	Each

STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at:

<http://maine.gov/mdot/contractors/publications/standarddetail/>

<u>Detail #</u>	<u>Description</u>	<u>Revision Date</u>
501(02)	Pipe Pile Splice	3/05/2015
501(03)	H – Pile Splice	3/05/2015
507(13)	Steel Bridge Railing	6/03/2015
507(14)	Steel Bridge Railing	6/03/2015

SUPPLEMENTAL SPECIFICATION
(Corrections, Additions, & Revisions to Standard Specifications - November 2014)

SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions

Page 1-5 – Remove the definition of Bridge in its entirety and replace with:

“Bridge A structure that is erected over a depression or an obstruction, such as water, a highway or a railway, and has an opening measured along the centerline of the Roadway of more than 20 feet between: The faces of abutments; spring line of arches; extreme ends of openings of box culverts, pipes or pipe arches; or the extreme ends of openings for multiple box culverts, pipes or pipe arches.”

Page 1-12 – Remove the definition of Large Culvert in its entirety and replace with:

“Large Culvert Any structure not defined as a Culvert or Bridge that provides a drainage or non-drainage opening under the Roadway or Approaches to the Roadway, with an opening that is 5 feet but less than 10 feet.”

Remove the definition of Minor Span in its entirety and replace with:

“Minor Span Same definition as Bridge, except having an opening of between 10 feet and 20 feet, inclusive.”

SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.5.5 Prompt Payment of Subcontractors Add the following paragraph to this subsection:

C. 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.

SECTION 105
GENERAL SCOPE OF WORK

105.4.5 Special Detours Remove this subsection in its entirety and replace with:

“105.4.5 Maintenance of Existing Structures When a new Bridge or Minor Span is being installed on a new alignment and the existing structure is to remain in service, the Department will maintain the existing structure and the portions of the roadway required for maintaining traffic until such time that the new structure is opened to traffic and the existing structure is taken out of service. A similar situation exists when a new Bridge or Minor Span is being installed on the same alignment as the existing structure, requiring a temporary detour to be installed by the Contractor per Section 510, Special Detours,

prior to removal of the existing structure. In this case, the Department will maintain the existing structure and the portions of the existing roadway required for maintaining traffic until such time that either the temporary detour is opened to traffic or the Contractor begins any work on the existing structure, including, but not limited to, repairs, modifications, moving, demolition or removal. In either case, once the new structure or temporary detour is opened to traffic, or the Contractor begins any work on the existing structure, the Contractor shall be solely responsible for all maintenance of the existing structure and the portions of the existing approaches that lie outside the new roadway or the temporary detour, respectively. This specification is not intended to supersede Standard Specification Section 104.3.11, Responsibility for Property of Others.”

105.6.2.4 Department Verification Add the following to the end of the first sentence: “or other approved method, such as reference staking, to allow the Department to independently verify the accuracy of the work, as approved by the Department.”

SECTION 109 **CHANGES**

109.5.1 Definitions - Types of Delays In Paragraph ‘A’ delete “Equitable Adjustment” and replace with “adjustment of time”.

APPENDIX A TO DIVISION 100

Remove Section D in its entirety as this is now covered in Section 105.10 EQUAL OPPORTUNITY AND CIVIL RIGHTS.

SECTION 203 **EXCAVATION AND EMBANKMENT**

203.02 Materials

At the bottom of page 2-12, add as the first item in the list:

Crushed Stone, ¾ inch 703.13

203.042 Rock Excavation and Blasting

On page 2-16, add the word “No” to the third sentence in Section 5 Submittals, Subsection V, 1 so that it reads:

“No blasting products will be allowed on the job site if the date codes are missing.”

SECTION 304
AGGREGATE BASE AND SUBBASE COURSE

304.02 Aggregate

Remove the sentence “Aggregate for base and subbase courses shall be material meeting the aggregate type requirements specified in the following table” in its entirety and the table that follows it with headings of ‘Material’ and ‘Aggregate Type’.

304.02 – Aggregate Add the following sentence before the sentence starting with “When designated on the plans...”: **“Aggregate Base Course – Type C will be capped with 2” of millings or Untreated Aggregate Surface Course – Type B. Payment for this material will be made under 304.16”**

SECTION 307
FULL DEPTH RECYCLED PAVEMENT

Remove this Section in its entirety and replace with:

SECTION 307
FULL DEPTH RECYCLING
(UNTREATED OR TREATED WITH EMULSIFIED ASPHALT STABILIZER)

307.01 Description This work shall consist of pulverizing a portion of the existing roadway structure into a homogenous mass, adding an emulsified asphalt stabilizer (if required) to the depth of the pulverized material specified in the contract, placing and compacting this material to the lines, grades, and dimensions shown on the plans or established by the Resident.

MATERIALS

307.02 Pulverized Material Pulverized material shall consist of the existing asphalt pavement layers and one inch or more as specified of the underlying gravel, pulverized and blended into a homogenous mass. Pulverized material will be processed to 100% passing a 2 inch square mesh sieve.

307.021 New Aggregate and Additional Recycled Material New aggregate, if required by the contract, shall meet the requirements of Subsection 703.10 - Aggregate for Untreated Surface Course and Leveling Course, Type A. Aggregate Subbase Course Gravel Type D processed to 100 percent passing a 2 inch square mesh sieve and meeting the requirements of 703.06 – Aggregate for Base and Subbase may be used in areas requiring depths greater than 2 inches. New aggregate, will be measured and paid for under the appropriate item.

Recycled material, if required, shall consist of salvaged asphalt material from the project or from off-site stockpiles that has been processed before use to 100 percent passing a 2 inch square mesh sieve. Recycled material shall be conditionally accepted at the source by the Resident. It shall be free of winter sand, granular fill, construction debris, or other materials not generally considered asphalt pavement.

Recycled material generated and salvaged from the project shall be used within the roadway limits to the extent it is available as described in 307.09. No additional payment will be made for material salvaged from the project.

Recycled material supplied from off-site stockpiles shall be paid for as described in the contract, or by contract modification.

307.022 Emulsified Asphalt Stabilizer. If required, the emulsified asphalt stabilizer shall be grade MS-2, MS-4, SS-1, or CSS-1 meeting the requirements of Subsection 702.04 Emulsified Asphalt.

307.023 Water Water shall be clean and free from deleterious concentrations of acids, alkalis, salts or other organic or chemical substances.

307.024 Portland Cement If required, Portland Cement shall be Type I or II meeting the requirements of AASHTO M85.

307.025 Hydrated Lime If required, Hydrated Lime shall meet the requirements of AASHTO M216.

EQUIPMENT

307.03 Pulverizer The pulverizer shall be a self-propelled machine, specifically manufactured for full-depth recycling work and capable of reducing the required existing materials to a size that will pass a 2 inch square mesh sieve. The machine shall be equipped with standard automatic depth controls and must maintain a consistent cutting depth and width. The machine also shall be equipped with a gauge to show depth of material being processed.

307.04 Liquid Mixer Unit or Distributor. If treatment of the recycled layer with emulsified asphalt is required by the contract, a liquid mixing unit or distributor shall be used to introduce the emulsified asphalt stabilizer into the pulverized material. The mixing unit shall contain a liquid distribution and mixing system which has been specifically manufactured for full-depth recycling work, capable of mixing the pulverized material with an evenly metered distribution of emulsified asphalt into a homogeneous mixture, to the depth and width required.

The mixing unit shall be designed, equipped, maintained, and operated so that emulsified asphalt stabilizer at constant temperature may be applied uniformly on variable widths of pulverized material up to 6 feet at readily determined and controlled rates from 0.01 to 1.06 gal/yd² with uniform pressure and with an allowable variation from any specified rate not to exceed 0.01 gal/ yd². Mixing units shall include a tachometer, pressure gages, and accurate volume measuring devices or a calibrated tank and a thermometer for measuring temperatures of tank contents.

307.041 Cement or Lime Spreader If required by the contract, spreading of the Portland Cement or Hydrated Lime shall be done with a spreader truck designed to spread dry particulate (such as Portland Cement or Lime) or other approved means to insure a uniform distribution across the roadway and minimize fugitive dust. Pneumatic

application, including through a slotted pipe, will not be permitted. Other systems that have been developed include fog systems, vacuum systems, etc. Slurry applications may also be accepted. The Department reserves the right to accept or reject the method of spreading cement. The Contractor shall provide a method for verifying that the correct amount of cement is being applied.

307.05 Placement Equipment Placement of the Full Depth recycled material to the required slope and grade shall be done with an approved highway grader or by another method approved by the Resident.

307.06 Rollers The full depth recycled material shall be rolled with a vibratory pad foot roller, a vibratory steel drum soil compactor and a pneumatic tire roller. The pad foot roller drum shall have a minimum of 112 tamping feet 3 inches in height, a minimum contact area per foot of 17 inch², and a minimum width of 84 inches. The vibratory steel drum roller shall have a minimum 84 inch width single drum. The pneumatic tire roller shall meet the requirements of Section 401.10 and the minimum allowable tire pressure shall be 85 psi.

MIX DESIGN

If treatment of the recycled layer with emulsified asphalt is required by the contract, the Department will supply a mix design for the emulsified asphalt stabilized material based on test results from pavement and soil analysis taken to the design depth. The Department will provide the following information prior to construction:

1. Percent of emulsified asphalt to be used.
2. Quantity of lime or cement to be added.
3. Optimum moisture content for proper compaction.
4. Additional aggregate (if required).

After a test strip has been completed or as the work progresses, it may be necessary for the Resident to make necessary adjustments to the mix design. Changes to compensation will be in accordance with the Mix Design Special Provision.

CONSTRUCTION REQUIREMENTS

307.06 Pulverizing The entire depth of existing pavement shall be pulverized together with 1 inch or more of the underlying gravel into a homogenous mass. All pulverizing shall be done with equipment that will provide a homogenous mass of pulverized material, processed in-place, which will pass a 2 inch square mesh sieve.

307.07 Weather Limitations Full depth recycled work shall be performed when;

- A. Recycling operations will be allowed between May 15th and September 15th inclusive in Zone 1 - Areas north of US Route 2 from Gilead to Bangor and north of Route 9 from Bangor to Calais.
- B. The atmospheric temperature, as determined by an approved thermometer placed in the shade at the recycling location, is 50°F and rising.

- C. When there is no standing water on the surface.
- D. During generally dry conditions, or when weather conditions are such that proper pulverizing, mixing, grading, finishing and curing can be obtained using proper procedures, and when compaction can be accomplished as determined by the Resident.
- E. When the surface is not frozen and when overnight temperatures are expected to be above 32°F.
- F. Wind conditions are such that the spreading of lime or cement on the roadway ahead of the recycling machine will not adversely affect the operation.

307.08 Surface Tolerance The complete surface of the Full Depth Recycled course shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of $\frac{3}{8}$ inch.

307.09 Full Depth Recycling Procedure New aggregate or recycled material meeting the requirements of Section 307.021 - New Aggregate and Additional Recycled Material, shall be added as necessary to restore cross-slope and/or grade before pulverizing. Locations will be shown on the plans or described in the construction notes. The Resident may add other locations while construction of the project is in progress. The Contractor will use recycled material to the extent it is available, in lieu of new aggregate. The material shall then be pulverized, processed, and blended into a homogeneous mass passing a 2 inch square mesh sieve. Material found not pulverized down to a 2 inch size will be required to be reprocessed by the recycler with successive passes until approved by the Resident.

Should the Contractor be required to add new aggregate or recycled material to restore cross-slope and/or grade after the initial pulverizing process, those areas will require re-processing to blend into a homogenous mass passing a 2 in square mesh sieve.

Sufficient water shall be added during the recycling process to maintain optimum moisture for compaction.

The resultant material from the initial pulverizing processes shall be graded and compacted to the cross-slope and profile shown on the plans or as directed by the Resident. The Contractor will also be responsible for re-establishing the existing profile grade. The completed surface of the full depth recycled course shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of $\frac{3}{8}$ inch. Areas not meeting this tolerance will be repaired as described in Section 307.091. The initial pulverizing process density requirements will be the same as Section 307.101 unless otherwise directed by the Resident.

Additives, if required, shall be introduced following completion of the initial pulverizing and blending process. Emulsified asphalt stabilizer shall be incorporated into the top of the processed material as specified in section 307.04 to the depth specified in the contract by use of the liquid mixer unit or a distributor, at the rate specified in the mix design. The emulsified asphalt shall then be uniformly blended into a homogeneous mass until an apparent uniform distribution has occurred. The rate of application may be adjusted as necessary by the Resident. Cement or lime shall be introduced as described in section

307.041. The resultant material shall be graded and compacted to the cross-slope and profile shown on the plans or as directed by the Resident. The Contractor will also be responsible for re-establishing the existing profile grade.

After final compaction, the roadway surface shall be treated with a light application of water, and rolled with pneumatic-tired rollers to create a close-knit texture. The finished layer shall be free from:

- A. Surface laminations.
- B. Segregation of fine and coarse aggregate.
- C. Corrugations, centerline differential, potholes, or any other defects that may adversely affect the performance of the layer, or any layers to be placed upon it.

The Contractor shall protect and maintain the recycled layer until a lift of pavement is applied. Any damage or defects in the layer shall be repaired immediately. An even and uniform surface shall be maintained. The recycled surface shall be swept prior to hot mix asphalt overlay placement.

307.091 Repairs Repairs and maintenance of the recycled layers, resulting from damage caused by traffic, weather or environmental conditions, or resulting from damage caused by the Contractor's operations or equipment, shall be completed at no additional cost to the Department.

For recycled layers stabilized with emulsified asphalt, low areas will be repaired using a hot mix asphalt shim. Areas up to 1 inch high can be repaired by milling or shimming with hot mix asphalt. Areas greater than 1 inch high will be repaired using a hot mix asphalt shim. All repair work will be done with the Resident's approval at the Contractor's expense.

TESTING REQUIREMENTS

307.10 Quality Control The Contractor shall operate in accordance with the approved Quality Control Plan (QCP) to assure a product meeting the contract requirements. The QCP shall meet the requirements of Section 106.4 - Quality Control and this Section. The Contractor shall not begin recycling operations until the Department approves the QCP in writing.

Prior to performing any recycling process, the Department and the Contractor shall hold a Pre-recycle conference to discuss the recycling schedule, type and amount of equipment to be used, sequence of operations, and traffic control. A copy of the QC random numbers to be used on the project shall be provided to the Resident. All field supervisors including the responsible onsite recycling process supervisor shall attend this meeting.

The QCP shall address any items that affect the quality of the Recycling Process including, but not limited to, the following:

- A. Sources for all materials, including New Aggregate and Additional Recycled Material.
- B. Make and type of rollers including weight, weight per inch of steel wheels, and average contact pressure for pneumatic tired rollers.
- C. Testing Plan.
- D. Recycling operations including recycling speed, methods to ensure that segregation is minimized, grading and compacting operations.
- E. Methods for protecting the finished product from damage and procedures for any necessary corrective action.
- F. Method of grade checks.
- G. Examples of Quality Control forms.
- H. Name, responsibilities, and qualifications of the Responsible onsite Recycling Supervisor experienced and knowledgeable with the process.
- I. A note that all testing will be done in accordance with AASHTO and MDOT/ACM procedures.

The Project Superintendent shall be named in the QCP, and the responsibilities for successful implementation of the QCP shall be outlined.

The Contractor shall sample, test, and evaluate the full depth reclamation process in accordance with the following minimum frequencies:

MINIMUM QUALITY CONTROL FREQUENCIES

Test or Action	Frequency	Test Method
Density	1 per 1000 feet / lane	AASHTO T 310
Air Temperature	4 per day at even intervals	
Surface Temperature	At the beginning and end of each days operation	
Yield of all materials (Daily yield, yield since last test, and total project yield.)	1 per 1000 ft/lane	

The Department may view any QC test and request a QC test at any time. The Contractor shall submit all QC test reports and summaries in writing, signed by the appropriate technician, to the Department’s onsite representative by 1:00 P.M. on the next working day, except when otherwise noted in the QCP due to local restrictions. The Contractor shall make all test results, including randomly sampled densities, available to the Department onsite.

The Contractor shall cease recycling operations whenever one of the following occurs:

- A. The Contractor fails to follow the approved QCP.
- B. The Contractor fails to achieve 98 percent density after corrective action has been taken.
- C. The finished product is visually defective, as determined by the Resident.

- D. The computed yield differs from the mix design by 10 percent or more.

Recycling operations shall not resume until the Department approves the corrective action to be taken.

307.101 Test Strip The contractor shall assemble all items of equipment for the recycling operation on the first day of the recycling work. The Contractor shall construct a test strip for the project at a location approved by the Resident. The Responsible onsite Recycling Supervisor will work with Department personnel to determine the suitability of the mixed material, moisture control within the mixed material, and compaction and surface finish. The test strip section is required to:

- A. Demonstrate that the equipment and processes can produce recycled layers to meet the requirements specified in these special provisions.
- B. Determine the effect on the gradation of the recycled material by varying the forward speed of the recycling machine and the rotation rate of the milling drum.
- C. Determine the optimum moisture necessary to achieve proper compaction of the recycled layer.
- D. Determine the sequence and manner of rolling necessary to obtain the compaction requirements and establish a target density. The Contractor and the Department will both conduct testing with their respective gauges at this time.

The test strip shall be at least 300 feet in length of a full lane-width (or a half-road width). Full recycling production will not start until a passing test strip has been accomplished. If a test strip fails to meet the requirements of this specification, the Contractor will be required to repair or replace the test strip to the satisfaction of the Resident. Any repairs, replacement, or duplication of the test strip will be at the Contractor's expense.

After the test strip has been pulverized, and the roadway brought to proper shape, the Contractor shall add water until it is determined that optimum moisture has been obtained. The test strip shall then be rolled using the specified compaction equipment as directed until the density readings show an increase in dry density of less than 1 pcf for the final four roller passes of each roller. The Contractor and Department will each determine a target density using their respective gauges by performing several additional density tests and averaging them. The average of these tests will be used as the target density of the recycled material for QC and Acceptance purposes.

Following completion of the test strip, compaction of the material shall continue until a density of not less than 98 percent of the test strip target density has been achieved for the full width and depth of the layer. During the construction and compaction of the Full Depth Recycled base, should three consecutive Acceptance test results for density fail to meet a minimum of 95 percent of the target density, or exceed 102 percent of target density, a new test strip shall be constructed.

ACCEPTANCE TEST FREQUENCY

Property	Frequency	Test Method
In-place Density	1 per 2000 ft / lane	AASHTO T 310

308.102 Curing. No new pavement shall be placed on the full depth recycled pavement until curing has reduced the moisture content to 1 percent or less by total weight of the mixture, or a curing period of 4 days has elapsed, whichever comes first.

307.11 Method of Measurement Full Depth Recycled Pavement (Untreated or Treated with Emulsified Asphalt Stabilizer) will be measured by the square yard.

307.12 Basis of Payment The accepted quantity of Full Depth Recycled Asphalt Pavement (Untreated or Treated with Emulsified Asphalt Stabilizer) will be paid for at the contract unit price per square yard, complete in-place which price will be full compensation for furnishing all equipment, materials and labor for pulverizing, blending, placing, grading, compacting, and for all incidentals necessary to complete the work.

The addition of materials to restore profile grade and/or cross-slope in areas shown on the plans or described in the construction notes will be paid separately under designated pay items within the contract. No additional payment will be made for materials salvaged from the project.

Payments will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
307.331 Full Depth Recycled Pavement (Untreated) Yard	Square
307.332 Full Depth Recycled Pavement (with Emulsified Asphalt Stabilizer) 5 in. depth Yard	Square
307.333 Full Depth Recycled Pavement (with Emulsified Asphalt Stabilizer) 6 in. depth Yard	Square

SECTION 411
UNTREATED AGGRAGATE SURFACE COURSE

411.02 – Aggregate Add the following to the end of the first sentence: “- Type A”

SECTION 502
STRUCTURAL CONCRETE

502.05 Composition and Proportioning
Replace Table 1 with

TABLE 1

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Concrete CLASS	Minimum Compressive Strength (PSI)	Permeability as indicated by Surface Resistivity (KOhm-cm)	Entrained Air (%)		Notes
			LSL	USL	
S	3,000	N/A	N/A	N/A	4,5
A	4,000	14	6.0	9.0	1,4,5
P	-----	-----	5.5	7.5	1,2,3,4
LP	5,000	17	6.0	9.0	1,4,5
Fill	3,000	N/A	6.0	9.0	4,5

In the list of information submitted by the contractor for a mix design:

Item J Replace “Target Coulomb Value.” with “Target KOhm-cm Value.”

502.1703 Acceptance Methods A and B

In the paragraph that starts with “The Department will take Acceptance...” Remove the word chloride from chloride permeability in the last sentence.

Replace the paragraph starting with “Rapid Chloride Permeability specimens...” With the following:

“Surface Resistivity specimens will be tested by the Department in accordance with AASHTO TP-95 at an age ≥ 56 days. Four 4 inch x 8 inch cylinders will be cast per subplot placed. The average of three concrete specimens per subplot will constitute a test result and this average will be used to determine the permeability for pay adjustment computations.”

502.1706 Acceptance Method C

Remove in its entirety and Replace with:

502.1706 Acceptance Method C The Department will determine the acceptability of the concrete through Acceptance testing. Acceptance tests will include compressive strength, air content and permeability. Method C concrete with a failing permeability as indicated by the surface resistivity test may be tested for permeability in accordance with the Rapid Chloride Permeability Test AASHTO T-277 averaging the results from two specimens cut from the samples prepared for the surface resistivity test. Method C concrete not meeting the requirements listed in Table 1 or if the Rapid Chloride Permeability test results in values exceeding 2000 coulombs for Class LP or 2400 for Class A, shall be removed and replaced at no cost to the Department. At the Department’s sole discretion, material not meeting requirements may be left in place and paid for at a reduced price as described in Section 502.195.

502.1707 Resolution of Disputed Acceptance Test Results

Section B

Remove “Rapid Chloride” from the section heading.

In paragraph 4 replace T-277 with TP-95

502.192 Pay Adjustment for Chloride Permeability

Remove “Chloride” from the heading and from the first sentence.

Replace the sentence that starts with “values greater than...” and replace with “values less than 10 KOhms-cm for Class A concrete or 11 KOhms-cm for Class LP concrete shall be subject to rejection and replacement, at no additional cost to the Department.”

502.194 Pay Adjustments for Compressive Strength, Chloride Permeability and Air Content, Methods A and B

Remove the word “Chloride” from the section heading and from the equation for CPF.

502.195 Pay Adjustment Method C

Table 6: Method C Pay Reductions (page 5-53)

Under “Entrained Air” for “Class Fill”, in the first line, change from “< 4.0 (Removal)” to “< **4.5 (Removal)**”

In Table 6: Method C PAY REDUCTIONS remove the word ‘Chloride’ from ‘Chloride Permeability’.

SECTION 619
MULCH

619.07 Basis of Payment

In the list of Pay Items add “**619.12 Mulch**” with a Pay Unit of “**Unit**”.

Change the description of 619.1201 from “Mulch” to “**Mulch – Plan Quantity**”

In the list of Pay Items add “**619.13 Bark Mulch**” with a Pay Unit of “**CY**”.

Change the description of 619.1301 from “Bark Mulch” to “**Mulch – Plan Quantity**”

In the list of Pay Items add “**619.14 Erosion Control Mix**” with a Pay Unit of “**CY**”.

Change the description of 619.1401 from “Erosion Control Mix” to “**Mulch – Plan Quantity**”

SECTION 621
LANDSCAPING

621.0002 Materials - General

In the list of items change “Organic Humus” to “**Humus**”.

621.0019 Plant Pits and Beds

c Class A Planting

In the third paragraph beginning with “ The plant pit...” change “½ inch” to “**1 inch**”

SECTION 626
**FOUNDATIONS, CONDUIT AND JUNCTION BOXES FOR HIGHWAY
SIGNING, LIGHTING AND SIGNALS**

626.034 Concrete Foundations

On Page 6-85, add the following paragraph before the paragraph beginning with “Drilled shafts shall not be...”.

No foundation design will be required for 18- and 24-inch diameter foundations for structures less than 30-feet tall and with no projecting arms. A foundation design prepared by a Professional Engineer licensed in accordance with the laws of the State of Maine will be required for all other foundations. Precast foundations will be permitted for 18 and 24-inch diameter foundations for structures less than 30-feet tall and with no projecting arms. Where precast foundations are permitted flowable concrete fill shall be used as backfill in the annular space, and placed from the bottom up. Construction of precast foundations shall conform to the Standard Details and all requirements of Section 712.061 except that the concrete shall have a minimum permeability of 17 kOhm-cm and the use of calcium nitrite will not be required.

On Page 6-86, add the following to the paragraph beginning with “Concrete for drilled shafts...” so that it reads as follows:

“...The Contractor shall provide temporary dewatering of excavations for foundations such that concrete is placed in the dry. **Concrete for drilled shafts shall be placed in accordance with Section 502.10 as temporary casing is withdrawn to prevent debris from contaminating the foundation and to ensure concrete is cast against the surrounding soil. Concrete for drilled shafts and spread footings shall be Class A in accordance with Section 502 - Structural Concrete. Precast foundations will not be permitted except as specified above in this Section.** Backfill for spread footing foundations shall be Gravel Borrow meeting the requirements of Section 703.20 - Gravel Borrow.....”

SECTION 652
MAINTENANCE OF TRAFFIC

652.3 Submittal of Traffic Control Plan On page 6-148, note **f**, in the last sentence change the 105.2.2 to 105.2.3 so that the last sentence reads, “**For a related provision, see Section 105.2.3 – Project Specific Emergency Planning.**”

SECTION 656
TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.5.2 If No Pay Item Add the following to the end of the first paragraph:

“Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 will result in a violation letter and a reduction in payment as shown in the schedule list in 656.5.1. The Department’s Resident or any other representative of The

Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.”

SECTION 660 **ON-THE-JOB TRAINING**

660.06 Method of Measurement

Remove the first sentence in its entirety and replace with “ **The OJT item will be measured by the number of OJT hours by a trainee who has successfully completed an approved training program.**”

660.07 Basis of payment to the Contractor

Remove the last word in the first sentence so that the first sentence reads “ The OJT shall be paid for once successfully completed at the contract unit price per **hour.**”

Payment will be made under

Change the Pay Item from “660.22” to “**660.21**” and change the Pay Unit from “Each” to “**Hour**”.

SECTION 677

On page 6 - 203 change “636.041” to “677.041”

SECTION 703 **AGGREGATES**

703.0201 Alkali Silica Reactive Aggregates

Remove this section in its entirety and replace with the following:

703.0201 Alkali Silica Reactive Aggregates. All coarse and fine aggregates proposed for use in concrete shall be tested for Alkali Silica Reactivity (ASR) potential under AASHTO T 303 (ASTM C 1260), Accelerated Detection of Potentially Deleterious Expansion of Mortar Bars Due to Alkali-Silica Reaction, prior to being accepted for use. Acceptance will be based on testing performed by an accredited independent lab submitted to the Department. Aggregate submittals will be required on a 5-year cycle, unless the source or character of the aggregate in question has changed within 5 years from the last test date.

As per AASHTO T 303 (ASTM C 1260): Use of a particular coarse or fine aggregate will be allowed with no restrictions when the mortar bars made with this aggregate

expand less than or equal to 0.10 percent at 30 days from casting. Use of a particular coarse or fine aggregate will be classified as potentially reactive when the mortar bars made with this aggregate expand greater than 0.10 percent at 30 days from casting. Use of this aggregate will only be allowed with the use of cement-pozzolan blends and/or chemical admixtures that result in mortar bar expansion of less than 0.10 percent at 30 days from casting as tested under ASTM C 1567.

Acceptable pozzolans and chemical admixtures that may be used when an aggregate is classified as potentially reactive include, but are not limited to the following:

Class F Coal Fly Ash meeting the requirements of AASHTO M 295.

Ground Granulated Blast Furnace Slag (Grade 100 or 120) meeting the requirements of AASHTO M 302.

Densified Silica Fume meeting the requirements of AASHTO M 307.

Lithium based admixtures

Metakaolin

Pozzolans or chemical admixtures required to offset the effects of potentially reactive aggregates will be incorporated into the concrete at no additional cost to the Department.

703.06 Aggregate for Base and Subbase

Remove the first two paragraphs in their entirety and replace with these:

“The following shall apply to Sections (a.) and (c.) below. The material shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0, the Washington State Degradation DOT Test Method T113, Method of Test for Determination of Degradation Value (January 2009 version) shall be performed, except that the test shall be performed on the portion of the sample that passes the ½ in sieve and is retained on the No. 10 sieve. If the material has a Washington Degradation value of less than 15, the material shall be rejected.

The material used in Section (b.) below shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0 the material may be used if it does not exceed 25 percent loss on AASHTO T 96, Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine. “

703.33 Stone Ballast

In the third paragraph, remove the words “less than” before 2.60 and add the words “**or greater**” after 2.60.

SECTION 717
ROADSIDE IMPROVEMENT MATERIAL

717.02 Agricultural Ground Limestone

In the table after the third paragraph which starts with “Liquid lime...” change the Specification for Nitrogen (N) from “15.5 percent of which 1% is from ammoniac nitrogen and 14.5 /5 is from Nitrate Nitrogen” to read “**15.5 % of which 1% is from Ammoniacal Nitrogen and 14.5 % is from Nitrate Nitrogen**”

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%
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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 through the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementation regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the

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

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

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

D. Section '**D Disadvantaged Business Enterprise (DBE) Requirements**' is removed in its entirety. The DBE material is in:

Section 105.10 EQUAL OPPORTUNITY AND CIVIL RIGHTS.

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

The United States Department of Transportation (USDOT)

FHWA STANDARD TITLE VI/NONDISCRIMINATION ASSURANCES

DOT Order No. 1050.2A

The Maine Department of Transportation (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through The Federal Highway Administration (FHWA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

FHWA may include additional Statutory/Regulatory Authorities here.

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including FHWA..

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

FHWA may include additional General Assurances in this section, or reference an addendum here.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its federally assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

The (Agency), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

FHWA may include additional Specific Assurances in this section.

By signing this ASSURANCE, Maine Department of Transportation also agrees to comply (and require any subrecipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or their designees in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Maine Department of Transportation gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation. This ASSURANCE is binding on Maine Department of Transportation, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in it programs. . The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Name of Recipient: Maine Department of Transportation



David Bernhardt, Commissioner

DATED: 9/18/14

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration**, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration**, may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration**, may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(APPENDIX C TO MAINEDOT TITLE VI ASSURANCE)

FEDERAL HIGHWAY ADMINISTRATION ASSISTED PROGRAMS

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into

by the Maine Department of Transportation pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, Maine Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, Maine Department of Transportation shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Maine Department of Transportation and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Maine Department of Transportation pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in case of deeds, and leases add "as a covenant running with the land") that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, Maine Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, Maine Department of Transportation shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Maine Department of Transportation and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by The Maine Department of Transportation pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discriminations, (3) that the (grantee, licensees, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, (**The Maine Department of Transportation**) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (**The Maine Department of Transportation**) will there upon revert to and vest in and become the absolute property of (**The Maine Department of Transportation**) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. §324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Environmental Summary Sheet

WIN: 19311.00
Town: Bangor
CPD Team Leader: Kristen Chamberlain
ENV Field Contact: Ryan Annis

Date Submitted: 7/17/15

NEPA Complete: 7/17/15- Programmatic Categorical Exclusion

Section 106
PA-E
Section 106 Resources: None

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

Species of Concern: Northern Long-Eared Bat-No Effect
Comments/References: Trees at northeast quadrant greater than 3-inch diameter at 4.5 feet above ground level must occur between October 15 and April 20th. See Special Provision 105.

Species of Concern: Atlantic salmon-No Effect
Comments/References: Project does not include in-water work

Essential Fish Habitat
No Effect-No in-water work

Maine Department of Conservation/Public Lands, Submerged Land Lease
Not Applicable

Maine Land Use Regulation Commission
Not Applicable

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
Review Complete

<input checked="" type="checkbox"/> Special Provisions Required		
Special Provision 105-Timing of Work Restriction (NLEB)	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>
Special Provision 656-Minor Soil Disturbance	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>
Standard Specification 656-Erosion Control Plan	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>
Special Provision 203-Dredge Spec	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>
General Note for Hazardous Waste	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>
Special Provision 203-Hazardous Waste	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>
Special Provision 105.9	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>

*All permits and approvals based on plans/scope as of: 7/17/15