

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 Western Avenue Bridge Deck Replacement and Interstate 95 Over 201 Bridge Deck Replacement in the town of **FAIRFIELD**" 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 July 22, 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. STP-2048(300), WIN 020483.00 & NHPP-2048(900), WIN 020489.00

Location: In Somerset County, Western Avenue Bridge project is located on Route 139/ Western Avenue over Interstate 95 approximately 1 mile west of Route 201 junction. Interstate 95 Over Route 201 project is located approximately 2 miles north of the town line.

Scope of Work: Western Avenue bridge deck replacement and Interstate 95 Over Route 201 bridge deck replacement plus other incidental work.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Project Manager Mark Parlin** 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. 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 \$75.00 (\$80.50 by mail). Half size plans \$37.50 (\$40.75 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

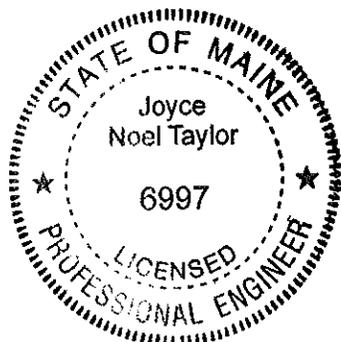
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$145,000.00 payable to Treasurer, 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
July 1, 2015



A handwritten signature in black ink that reads "Joyce Noel Taylor".

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: 020483.00

Project(s): 020483.00, 020489.00

SECTION: 1 WESTERN AVE/ I95 OVER 201

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	202.10 REMOVING EXISTING SUPERSTRUCTURE (PROPERTY OF CONTRACTOR) WEST AVE BR	LUMP SUM	LUMP SUM			
0020	202.10 REMOVING EXISTING SUPERSTRUCTURE (PROPERTY OF CONTRACTOR)	LUMP SUM	LUMP SUM			
0030	202.12 REMOVING EXISTING STRUCTURAL CONCRETE	2.000 CY				
0040	202.13 REMOVING EXISTING RAILINGS (RETAINED BY DEPARTMENT)	886.000 LF				
0050	202.202 REMOVING PAVEMENT SURFACE	8,360.000 SY				
0060	202.2023 REMOVING PAVEMENT SURFACE - MEDIUM CUT DRUM	730.000 SY				
0070	203.20 COMMON EXCAVATION	203.000 CY				
0080	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	23.000 CY				
0090	304.14 AGGREGATE BASE COURSE - TYPE A	32.000 CY				
0100	403.207 HOT MIX ASPHALT 19.0 MM HMA	261.000 T				
0110	403.208 HOT MIX ASPHALT 12.5 MM HMA SURFACE	250.000 T				

Maine Department of Transportation

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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
0120	403.2081 12.5 MM POLYMER MODIFIED HOT MIX ASPHALT	973.000 T	_____	 _____	_____	 _____
0130	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	5.000 T	_____	 _____	_____	 _____
0140	403.211 HOT MIX ASPHALT (SHIMMING)	152.000 T	_____	 _____	_____	 _____
0150	403.213 HOT MIX ASPHALT 12.5 MM BASE	150.000 T	_____	 _____	_____	 _____
0160	403.2131 12.5 MM POLYMER MODIFIED HMA BASE	676.000 T	_____	 _____	_____	 _____
0170	409.15 BITUMINOUS TACK COAT - APPLIED	540.000 G	_____	 _____	_____	 _____
0180	461.131 TEMPORARY PAVEMENT	390.000 T	_____	 _____	_____	 _____
0190	502.21 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	1.000 CY	_____	 _____	_____	 _____
0200	502.26 STRUCTURAL CONCRETE ROADWAY AND SIDEWALK SLABS ON STEEL BRIDGES	LUMP SUM		 LUMP SUM	_____	 _____
0210	502.49 STRUCTURAL CONCRETE CURBS AND SIDEWALKS	LUMP SUM		 LUMP SUM	_____	 _____
0220	502.565 CONCRETE FILL	6.000 CY	_____	 _____	_____	 _____

Maine Department of Transportation

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Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0230	505.08 SHEAR CONNECTORS WEST AVE BR	LUMP SUM	LUMP	SUM	_____	_____
0240	505.08 SHEAR CONNECTORS I-95 OVER 201	LUMP SUM	LUMP	SUM	_____	_____
0250	508.14 HIGH PERFORMANCE WATERPROOFING MEMBRANE WEST AVE BR	LUMP SUM	LUMP	SUM	_____	_____
0260	508.14 HIGH PERFORMANCE WATERPROOFING MEMBRANE I-95 OVER 201	LUMP SUM	LUMP	SUM	_____	_____
0270	510.301 EXPRESSWAY MEDIAN CROSSOVER	LUMP SUM	LUMP	SUM	_____	_____
0280	510.302 SPECIAL DETOUR, TEMPORARY INTERSTATE RAMP	LUMP SUM	LUMP	SUM	_____	_____
0290	514.06 CURING BOX FOR CONCRETE CYLINDERS	2.000 EA	_____	_____	_____	_____
0300	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP SUM	LUMP	SUM	_____	_____
0310	520.223 ARMORLESS BRIDGE JOINT	LUMP SUM	LUMP	SUM	_____	_____
0320	520.232 EXPANSION DEVICE - ASPHALTIC PLUG JOINT	283.000 LF	_____	_____	_____	_____
0330	523.52 BEARING INSTALLATION	78.000 EA	_____	_____	_____	_____

Maine Department of Transportation

Proposal Schedule of Items

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Project(s): 020483.00, 020489.00

SECTION: 1 WESTERN AVE/ I95 OVER 201

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
0340	523.5551 POT OR DISC BEARINGS, FIXED	10.000 EA	_____	 _____	_____	 _____
0350	523.5552 POT OR DISC BEARINGS, EXPANSION	68.000 EA	_____	 _____	_____	 _____
0360	524.301 TEMPORARY STRUCTURAL SUPPORT WEST AVE BR	LUMP SUM		 LUMP SUM	_____	 _____
0370	524.40 PROTECTIVE SHIELD WEST AVE BR	LUMP SUM		 LUMP SUM	_____	 _____
0380	524.40 PROTECTIVE SHIELD I-95 OVER 201	LUMP SUM		 LUMP SUM	_____	 _____
0390	526.301 TEMPORARY CONCRETE BARRIER TYPE I	LUMP SUM		 LUMP SUM	_____	 _____
0400	526.304 TEMPORARY CONCRETE BARRIER, ANCHORED WEST AVE BR	LUMP SUM		 LUMP SUM	_____	 _____
0410	526.304 TEMPORARY CONCRETE BARRIER, ANCHORED I-95 OVER 201	LUMP SUM		 LUMP SUM	_____	 _____
0420	526.321 PERMANENT CONCRETE BARRIER TYPE III A	LUMP SUM		 LUMP SUM	_____	 _____
0430	527.34 WORK ZONE CRASH CUSHIONS	5.000 UN	_____	 _____	_____	 _____
0440	535.302 FULL DEPTH PRECAST CONCRETE DECK PANELS	LUMP SUM		 LUMP SUM	_____	 _____

Maine Department of Transportation

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Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0450	605.011 2" UNDERDRAIN PIPE UTILITY TRENCH	LUMP SUM				
0460	606.1721 BRIDGE TRANSITION - TYPE 1	8.000 EA				
0470	606.1724 GUARDRAIL TRANSITION - TYPE 3	4.000 EA				
0480	606.23 GUARDRAIL TYPE 3C - SINGLE RAIL	113.000 LF				
0490	606.232 GUARDRAIL TYPE 3C - OVER 15 FOOT RADIUS	54.000 LF				
0500	606.24 GUARDRAIL TYPE 3D - SINGLE RAIL	400.000 LF				
0510	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	2.000 EA				
0520	606.65 GUARDRAIL THRIE BEAM - SINGLE RAIL	400.000 LF				
0530	606.73 GUARDRAIL, THRIE BEAM, SINGLE RAIL, BRIDGE MOUNTED	332.000 LF				
0540	606.79 GUARDRAIL 350 FLARED TERMINAL	1.000 EA				
0550	609.34 CURB TYPE 5	190.000 LF				
0560	609.35 CURB TYPE 5 - CIRCULAR	14.000 LF				

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Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0570	610.08 PLAIN RIPRAP	139.000 CY	_____	 _____	_____	 _____
0580	615.07 LOAM	22.000 CY	_____	 _____	_____	 _____
0590	618.141 SEEDING METHOD NUMBER 3	4.500 UN	_____	 _____	_____	 _____
0600	619.1201 MULCH - PLAN QUANTITY	4.500 UN	_____	 _____	_____	 _____
0610	620.58 EROSION CONTROL GEOTEXTILE	128.000 SY	_____	 _____	_____	 _____
0620	626.33 30 INCH DIAMETER, 8 FOOT OR LESS FOUNDATION	2.000 EA	_____	 _____	_____	 _____
0630	626.332 30 INCH DIAMETER GREATER THAN 8 FEET LONG & 36 INCH DIAMETER, 42 INCH DIAMETER FOUNDATION	5.000 CY	_____	 _____	_____	 _____
0640	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	4,490.000 LF	_____	 _____	_____	 _____
0650	627.76 TEMPORARY PAVEMENT MARKING LINE, WHITE OR YELLOW	LUMP SUM		 LUMP SUM	_____	 _____
0660	627.77 REMOVING PAVEMENT MARKINGS	4,400.000 SF	_____	 _____	_____	 _____
0670	629.05 HAND LABOR, STRAIGHT TIME	40.000 HR	_____	 _____	_____	 _____
0680	631.10 AIR COMPRESSOR (INCLUDING OPERATOR)	40.000 HR	_____	 _____	_____	 _____

Maine Department of Transportation

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Proposal ID: 020483.00

Project(s): 020483.00, 020489.00

SECTION: 1 WESTERN AVE/ I95 OVER 201

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
0690	631.11 AIR TOOL (INCLUDING OPERATOR)	40.000 HR	_____	 _____	_____	 _____
0700	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	20.000 HR	_____	 _____	_____	 _____
0710	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	20.000 HR	_____	 _____	_____	 _____
0720	631.21 ROAD BROOM (INCLUDING OPERATORS AND HAULER)	20.000 HR	_____	 _____	_____	 _____
0730	637.071 DUST CONTROL	LUMP SUM		 LUMP SUM	_____	 _____
0740	639.18 FIELD OFFICE TYPE A	1.000 EA	_____	 _____	_____	 _____
0750	643.72 TEMPORARY TRAFFIC SIGNAL	LUMP SUM		 LUMP SUM	_____	 _____
0760	645.103 DEMOUNT GUIDE SIGN	1.000 EA	_____	 _____	_____	 _____
0770	645.113 REINSTALL GUIDE SIGN	1.000 EA	_____	 _____	_____	 _____
0780	645.156 DYNAMIC MESSAGE SIGN, MAINTENANCE & OPERATION	LUMP SUM		 LUMP SUM	_____	 _____
0790	645.162 BREAKAWAY DEVICES MULTI-POLE	2.000 EA	_____	 _____	_____	 _____
0800	645.251 ROADSIDE GUIDE SIGNS, TYPE I	203.000 SF	_____	 _____	_____	 _____

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Contractor: _____

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			Dollars	Cents	Dollars	Cents
0810	645.289 STEEL H-BEAM POLES	1,350.000 LB	_____	 _____	_____	 _____
0820	645.511 FLASHING WARNING SIGN RIGHT CHEVRON SIGNS	2.000 EA	_____	 _____	_____	 _____
0830	652.30 FLASHING ARROW BOARD	4.000 EA	_____	 _____	_____	 _____
0840	652.312 TYPE III BARRICADE	12.000 EA	_____	 _____	_____	 _____
0850	652.32 BATTERY OPERATED LIGHT	2.000 EA	_____	 _____	_____	 _____
0860	652.33 DRUM	320.000 EA	_____	 _____	_____	 _____
0870	652.34 CONE	100.000 EA	_____	 _____	_____	 _____
0880	652.341 TEMPORARY FLEXIBLE DELINEATOR	50.000 EA	_____	 _____	_____	 _____
0890	652.35 CONSTRUCTION SIGNS	2,770.000 SF	_____	 _____	_____	 _____
0900	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP SUM	_____	 LUMP SUM	_____	 _____
0910	652.371 PORTABLE LIGHT TOWER	2.000 EA	_____	 _____	_____	 _____
0920	652.38 FLAGGER	800.000 HR	_____	 _____	_____	 _____
0930	652.381 TRAFFIC OFFICER	256.000 HR	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 020483.00

Project(s): 020483.00, 020489.00

SECTION: 1 WESTERN AVE/ I95 OVER 201

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
0940	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	6.000 EA	_____	 _____	_____	 _____
0950	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP	 SUM	_____	 _____
0960	659.10 MOBILIZATION	LUMP SUM	LUMP	 SUM	_____	 _____
0970	659.10 MOBILIZATION SEWER	LUMP SUM	LUMP	 SUM	_____	 _____
0980	801.60 SEWER LINE SUPPORT ADJUSTMENT	LUMP SUM	LUMP	 SUM	_____	 _____
Section: 1			Total:		_____	 _____
			Total Bid:		_____	 _____

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN **020483.00 & 020489.00**, for the **Western Avenue Bridge Deck Replacement & Interstate 95 Over Route 201 Bridge Deck Replacement** in the town of **Fairfield**, County of **Somerset**, 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 4, 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 _____

_____ \$ _____ 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 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications 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 020483.00 Western Avenue Bridge Deck Replacement & 020489.00 Interstate 95 Over Route 201 Bridge Deck 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.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN **020483.00 & 020489.00**, for the **Western Avenue Bridge Deck Replacement & Interstate 95 Over Route 201 Bridge Deck Replacement** in the town of **Fairfield**, County of **Somerset**, 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 4, 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 _____

_____ \$ _____ 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 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications 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 020483.00 Western Avenue Bridge Deck Replacement & 020489.00 Interstate 95 Over Route 201 Bridge Deck 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.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. The Work.

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

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

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

B. Time.

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

CONTRACTOR
(Sign Here)

(Signature of Legally Authorized Representative
of the Contractor)

(Witness Sign Here)

Witness

(Print Name Here)

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Commissioner

(Witness)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

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

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

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

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

WITNESSES:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

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

ADDRESS
.....
.....

TELEPHONE.....

.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

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

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

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

Signed and sealed this day of, 20

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS

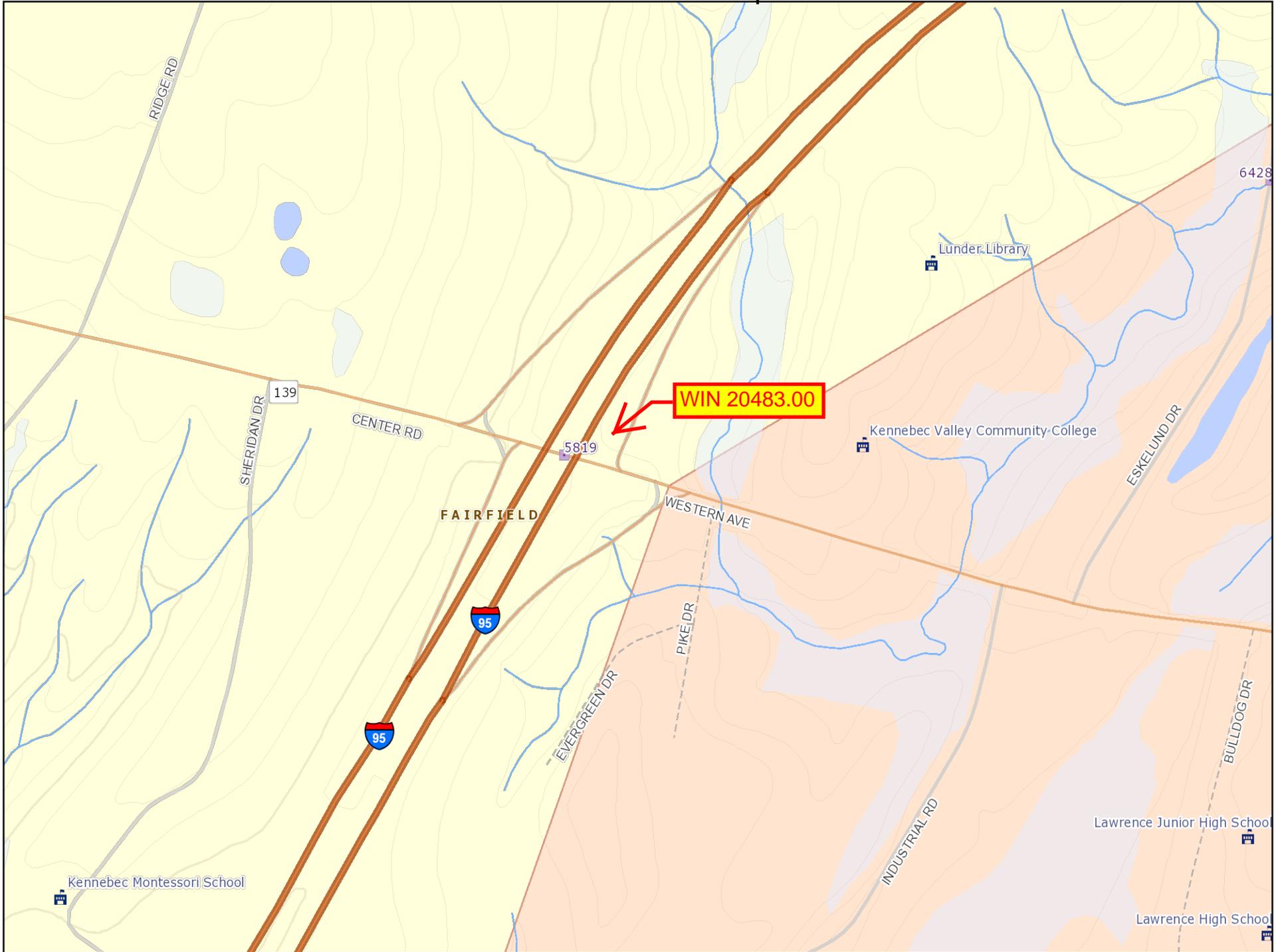
.....

.....

TELEPHONE

.....

Maine DOT Map

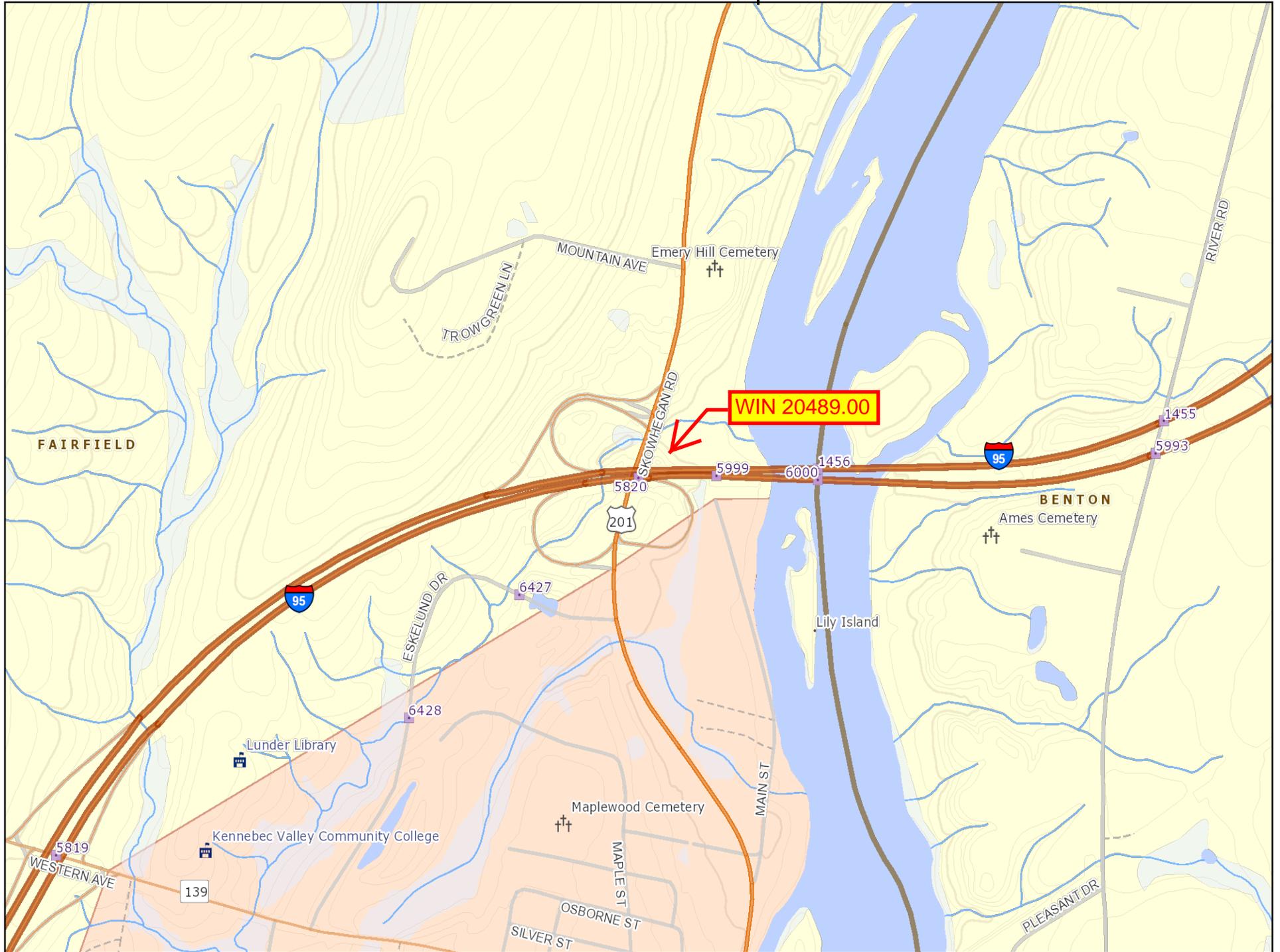


Map Generated on Tuesday, June 02, 2015 10:04:37 AM

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.

Maine DOT Map



Map Generated on Tuesday, June 02, 2015 10:06:22 AM

Map Scale 1:11883

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: ME150046 01/02/2015 ME46

Superseded General Decision Number: ME20140046

State: Maine

Construction Type: Highway

County: Somerset 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

* ENGI0004-014 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Bobcat/Skid Steer/Skid Loader, Mechanic.....	\$ 20.75	10.84

SUME2011-041 09/14/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 18.34	2.84
INSTALLER - GUARDRAIL.....	\$ 11.53	1.55
IRONWORKER, REINFORCING.....	\$ 18.71	0.00
LABORER: Asphalt Raker.....	\$ 13.91	2.94
LABORER: Flagger.....	\$ 9.00	0.00

LABORER: Landscape.....	\$ 13.30	0.16
LABORER: Pipelayer.....	\$ 13.21	1.58
LABORER: Wheelman.....	\$ 13.81	1.47
LABORER: Common or General, Including Highway/Parking Lot Striping.....	\$ 12.05	1.38
OPERATOR: Asphalt Roller.....	\$ 18.92	7.24
OPERATOR: Backhoe.....	\$ 16.18	4.98
OPERATOR: Bulldozer.....	\$ 12.63	2.88
OPERATOR: Cold Planer.....	\$ 17.63	0.00
OPERATOR: Crane.....	\$ 21.21	6.19
OPERATOR: Excavator.....	\$ 15.41	3.86
OPERATOR: Grader/Blade.....	\$ 17.26	2.73
OPERATOR: Loader.....	\$ 15.69	2.87
OPERATOR: Milling Machine Reclaimer Combo.....	\$ 13.00	0.80
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 21.49	5.20
OPERATOR: Screed.....	\$ 16.00	0.00
OPERATOR: Roller (Earth).....	\$ 11.55	1.72
TRUCK DRIVER, Includes All Dump Trucks.....	\$ 12.60	5.82
TRUCK DRIVER: Lowboy Truck.....	\$ 12.35	0.00
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 16.36	9.09
TRUCK DRIVER: 1, 2, 3 Axle Truck.....	\$ 12.40	2.19

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

=====

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

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 .021 %

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 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 PROVISIONS
SECTION 104
Utilities**

MEETING

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

GENERAL INFORMATION

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

**FAIRFIELD, ME
WINs 20483.00 & 20489.00**

Overview

Utility/Railroad	Aerial	Underground	Railroad
Central Maine Power Company	X	None	None
Time Warner Cable	X	None	None
Fairpoint New England	X	None	None
Town of Fairfield Sewer	None	X	None
Maine Com Services	X	None	None
OTT Communications	X	None	None
Kennebec Water District	None	X	None

Temporary utility adjustments are not contemplated unless herein provided for.

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

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

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

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

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

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

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

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

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

WESTERN AVENUE
WIN 20483.00

AERIAL

Central Maine Power Company plans to set 3 new poles (2 line poles and 1 stub pole) on the approaches and transfer their existing conductors to the new pole. Their estimated time is 5 working days.

Central Maine Power Company plans to de-energize their existing 3 phase conductors that cross I-95. This cannot be accomplished until their work on Rt. 104 (Main Street) in Waterville and Fairfield has been completed. They have started their upgrade and this should be completed by the winter of 2015-2016.

Time Warner Cable plans to transfer their existing cables on the new poles in the approaches. Their estimated time is 2 working days.

Fairpoint Communications plans to transfer their existing cables on the new poles in the approaches. Their estimated time is 10 working days.

PROPOSED POLE LOCATIONS

<u>STATION</u>	<u>OFFSET</u>	<u>REMARKS</u>
45+69	52' LT.	Guy Pole
47+77	33' RT.	
50+86	33' RT.	

It shall be the responsibility of the contractor to stake out in the field the location of the new poles. This shall be accomplished in the presence of the project resident and authorized Central Maine Power Company representative.

SEQUENCE OF WORK

Central Maine Power Company to set new poles and transfer their exiting conductors to the new poles.

Maine Com Services to transfer their existing cable on new poles.

Time Warner Cable to transfer their existing cable on new poles.

OTT Communications to transfer their existing cable on new poles.

Fairpoint Communications to transfer their existing cables on new pole.

Central Maine Power Company remove old pole.

UNDERGROUND WORK

Town of Fairfield Sewer work is to be made a part of the department's contract. It shall be the responsibility of the contractor to include this work in their schedule.

Kennebec Water District has an existing 16 inch cast iron water main that crosses I-95 under the interstate on the north side of the existing bridge. No equipment and/or materials can be operated and/or stored over this water main until this is discussed in greater detail at the pre-construction utility meeting.

The district plans to adjust to finish grade 1 existing gate valve box. Their estimated time is 1 working day.

MAIN STREET (U.S. RT. 201)
WIN 20489.00

AERIAL

Central Maine Power Company, Fairpoint Communications, Time Warner Cable, Maine Com Service, OTT Communication have existing facilities within the limits of this project. They do not anticipate doing anything at this time. This will be discussed in greater detail at the pre-construction utility meeting.

UNDERGROUND

Kennebec Water District has a 10 inch cast iron water main in the existing highway shoulder. They do not anticipate doing any work at this time. This will be discussed in greater detail at the pre-construction utility meeting.

CONTRACTOR

Fairpoint Communications may have to adjust their aerial cables.

The existing traffic sign that is attached to the existing bridge cannot be removed until the power company has de-energized and/or relocated their pole line on the south side of the bridge.

DIG SAFE

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

SAFE PRACTICES AROUND UTILITY FACILITIES

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

BLASTING

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

THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY.

cc: Mark Parlin, Project Manager, Coy Williams, Bridge Program
Rich Myers, Bridge Program, Jerry Quirion, Bridge Program

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(Limitations of Operations)
(Supplemental Liquidated Damages)

The following requirements apply to all work completed for the Contract:

1. The Contractor is required to complete the work in a manner that does not allow any construction debris, materials, tools or equipment to fall onto the roadway or shoulders.
2. The Contractor shall complete the bridge phasing work as shown on the bridge phasing and bridge traffic control plans. Modifications to the bridge phasing work or associated traffic control will not be permitted unless approved by the Resident.
3. All roadways, ramps, bridges and driveways shall remain open at all times unless otherwise noted herein or approved by the Resident. The Contractor will be permitted to have short term complete traffic stoppages, up to 5 minutes, during night time work windows for the purpose of switching work zone phasing, for the mobilization of equipment, or for the delivery of materials that cannot be reasonably completed without a stoppage. All stoppages will require proper advanced notification, signage and a State Trooper Detail.
4. If concurrent work activities at the Route 201 and Western Avenue Bridges require overlapping traffic control installations the Contractor shall be responsible for developing and submitting an adjusted traffic control plan for approval.
5. Interstate crossovers shall not be used by the Contractor to change direction, store materials or park vehicles/equipment at any time. Crossovers shall be available to MaineDOT maintenance and State Police forces for normal use.

The following requirements apply to all work related to the Western Avenue Bridge:

6. The Contractor shall progress the work in a manner that minimizes disruption to the public to the extent practical. The bridge shall remain open to two lanes of traffic at all times except as noted herein, or approved by the Resident.
7. At the Western Avenue Bridge, the Contractor shall install long term lane closures on the bridge, as defined in the bridge phasing and maintenance of traffic plans, to complete the Phase 1 and Phase 2 deck replacement work. When long term lane closures are installed, one lane of signalized alternating traffic shall be maintained on the bridge at all times, unless noted herein or approved by the Resident.

8. When long term lane closures are not in place on the Western Avenue Bridge short-term single lane closures with flaggers will be permitted on Western Avenue. See Special Provision 107, Time, for specific requirements.
9. The Western Avenue Bridge and the I-95 interstate roadway in the immediate vicinity of the bridge may be closed to all traffic for the work activities outlined in item 10 and for the times and durations outlined in Special Provision 107, Work Times. The following requirements shall apply to all roadway and bridge closures:
 - a. The Contractor shall plan and sequence the work to minimize the number and duration of bridge closures and interstate roadway closures to the extent practical.
 - b. Notifications of bridge closures and interstate roadway closures shall be made in accordance with Standard Specification 104.4.10.
 - c. The Contractor shall set up portable changeable message signs (PCMS) at least 7 days in advance of all planned Western Avenue Bridge closures and interstate roadway closures notifying the public of the planned closures and detour routes. The PCMS locations and sign message(s) shall be coordinated with, and approved by, the Resident. The Resident may request changes to the locations of the PCMS and the associated messages, as required for the project, at no additional cost to the Department. The PCMS shall remain in place for the duration of the closures.
 - d. During periods of Western Avenue Bridge closure or interstate roadway closure the temporary traffic signals shall be turned off and traffic at both ends of the Western Avenue Bridge shall be controlled by a Traffic Officer in accordance with Special Provision 652, Traffic Officer. The signed detours detailed in the traffic control plans shall be implemented during all Western Avenue Bridge closures and interstate roadway closures.
 - e. The Contractor will be required to complete the work in a manner that allows emergency response vehicles to cross the Western Avenue Bridge on demand. The Contractor shall make the Western Avenue Bridge passable as soon as possible and within 5 minutes of receiving notice of a required crossing.
10. Bridge and Interstate Roadway closures will be allowed for the following activities:
 - a. Western Avenue Bridge: For the erection of all precast panels; for the installation, resetting and removal of temporary concrete barrier; and for final surface paving.
 - b. I-95 Southbound: For the erection of all precast panels located between Pier A and Pier B and for panels B.1 and B.2 located immediately west of Pier A. In addition, I-95 southbound closures will be required when crane or equipment operations do not allow the safe passage of traffic through the project site.

- c. I-95 Northbound: For the erection of all precast panels located between Pier C and Pier D and for panels B.1 and B.2 located immediately east of Pier D. In addition, I-95 northbound closures will be required when crane or equipment operations do not allow the safe passage of traffic through the project site.
11. The Contractor will be permitted to temporarily store the crane used for the erection of precast deck panels in a closed lane or shoulder of I-95 provided all of the following criteria are met:
- a. The crane cannot be quickly or easily moved outside of the roadway clear zone.
 - b. Temporary crane storage may only occur on I-95 between the hours of 9:30 PM on Sunday and 5:30 AM on Friday; the crane may not remain on the interstate roadway over a weekend period.
 - c. The use of the crane is required for the erection of precast deck panels on the following night.
 - d. The Crane shall be located within a lane closure behind temporary barrier.
 - e. A minimum roadway width of 15'-0" must be provided on the interstate.
 - f. All costs associated with temporary crane storage on the mainline will not be measured for payment, but shall be incidental to the related contract items.
 - g. The Contractor shall assign a traffic control person to patrol the work zone and ensure all signs, arrow boards, drums and other traffic control devices remain in place and functional during non-working hours.
12. No single piece of equipment weighing more than 2,000 pounds shall be permitted to operate on any single precast deck panel until the UHPC joints, UHPC link slabs, haunches and shear stud pockets have been placed and a minimum compressive strength of 14.5 ksi has been achieved.
13. The longitudinal joint between the Phase 1 and Phase 2 deck panels shall be cast during a working day followed by an overnight closure of the Western Avenue Bridge to allow the UHPC to cure without traffic on the bridge.
14. All bridge jacking and bearing replacement shall be completed prior to implementing the Phase 1 long-term single lane restriction on the bridge. All bridge jacking shall be completed incrementally in accordance with Special Provision 524, Temporary Structural Supports.
15. Prior to jacking the bridge the "Temporary Girder Connection Detail" shown on the Jacking Details sheet shall be installed. Additionally, an approved longitudinal and lateral superstructure restraint system shall be installed.

16. The Contractor shall remove the island at the southbound on-ramp prior to implementing Phase 1 traffic control. The island shall not be reconstructed until after the Phase 2 traffic control has been removed.
17. The Contractor shall remove the existing curb and widen the southbound off ramp intersection as shown on the General plan, prior to implementing Phase 1 traffic control. The widened ramp will remain upon construction completion.
18. The existing bridge-mounted guide sign shall be permanently relocated to a ground mounted support as shown on the plans. The sign shall be installed within 24 hours of being removed from the bridge.

The following requirements apply to all work related to the Route 201 Bridge:

19. The Contractor shall pave the grass gore area at the southbound off-ramp, construct the paved median crossovers, and construct the temporary northbound off ramp using short-term daily or nightly shoulder and single lane closures as permitted in Special Provision 107, Time.
20. The Phase 1 traffic control configuration, including ramp closures and relocations, shall be implemented prior to starting bridge work. At the Contractor's option, a traffic control plan may be submitted for approval that allows the Phase 1 bridge work to start while the northbound off-ramp is open to traffic. All bridge work shall occur at least 8 feet behind temporary concrete barrier. All traffic control costs associated with this work will not be measured for payment, but shall be incidental to the related contract items
21. The Contractor will be allowed to utilize long term bridge and lane closures, as defined in the bridge phasing and maintenance of traffic plans, to complete the work. Daily and nightly short-term shoulder and single lane closures will be permitted. See Special Provision 107, Time, for specific requirements.
22. The temporary northbound off-ramp transition located between Station 12+50 and Station 16+00 shall not be constructed until after the northbound on-ramp has been closed to traffic.
23. The Contractor shall implement the Phase 1 traffic control configuration on the mainline and close the northbound on-ramp concurrently. The temporary relocation of the northbound off ramp shall be completed as soon as practical following closure of the northbound on ramp. The following requirements shall apply:
 - a. Notifications of ramp closures and temporary ramp relocations shall be made in accordance with Standard Specification 104.4.10.
 - b. Contractor shall setup portable changeable message sign(s) (PCMS) at least 7 days in advance of the planned ramp closures and temporary ramp relocations notifying the public of the planned closures and detour routes. The PCMS

locations and sign message(s) shall be coordinated with, and approved by, the Resident. The Resident may request changes to the locations of the signs and the associated messages, as required for the project, at no additional cost to the Department. The PCMS shall remain in place for the duration of the closures.

24. Prior to bridge jacking, bearing modification, or bearing replacement the bridge shall be either: 1.) closed to traffic, 2.) the new bridge deck shall be cast in place, or 3.) an approved longitudinal and lateral superstructure restraint system shall be installed to resist live load forces on the bridge.
25. All bridge jacking and bearing replacement for Phase 1 construction shall be either completed prior to the placement of the Phase 1 deck concrete, or the existing northbound abutment bearings shall be modified in accordance with Special Provision 523, Bearings, Bearing Modifications. All bridge jacking and bearing replacement for Phase 2 construction shall be completed prior to the placement of the Phase 2 deck concrete.
26. On I-95 at least one through lane and one acceleration/deceleration lane shall be open to traffic in each direction at all times unless approved by the Resident.
27. The permanent northbound off-ramp milling and paving shall be completed during Phase 1 construction when the ramp is closed to all traffic.

SPECIAL PROVISION 105
CONSTRUCTION AREA

A Construction Area located in the **Town of Fairfield** 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 town of Fairfield, Somerset County on Western Avenue/ Route 139 over Interstate 95.
- (b) The section of highway under construction in the town of Fairfield, Somerset County on Interstate 95 over Route 201.
- (c) (Western Avenue/ Route 139) over Interstate 95 station 47+00.00 to station 51+45.00 of the construction plus approaches.
- (d) (Interstate 95) over Route 201 northbound station 1242+91.00 to station 1247+89.00 and Route 201 southbound station 1244+50.00 to station 1248+19.85 of the construction plus approaches.

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

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

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

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

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

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

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

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

The Municipal Officers for the **Town of Fairfield** 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 at the Western Avenue project site during the period in which the Western Avenue Bridge is restricted to a single lane of signalized alternating traffic.

The Contractor shall be allowed to work on Sundays at the Route 201 project site between the date of Contract Award and the date that Phase 1 substantial completion is achieved.

SPECIAL PROVISION
SECTION 107
PROSECUTION AND PROGRESS
(Incentive/Disincentive)
(On-Time Completion Bonus)

The following specifications apply only to work completed at the Western Avenue Project Site, WIN 20483.00:

DEFINITIONS

1. “Daytime Lane Closures” are defined as lane restrictions occurring between the time periods described in Special Provision 107, Time, Work Times, Supplemental Liquidated Damages, under 107.3.1, General.
2. “Reopened to Two Lanes of Traffic” is defined as the removal of all temporary concrete barrier and temporary concrete bridge barrier from the travel lanes of Western Avenue following Phase 2 construction and deactivation of the temporary signal system. In addition, all bridge waterproofing membrane, base pavement, permanent bridge barrier, permanent transition barriers and permanent guardrail on Western Avenue must be in place. No temporary concrete barrier or temporary concrete bridge barrier shall be reinstalled, and the signal system may not be reactivated, once Western Avenue is Reopened to Two Lanes of Traffic.

TIME

1. After Western Avenue is Reopened to Two Lanes of Traffic the Contractor is allowed to utilize lane and bridge closures in accordance with Special Provision 107, Time, Work Times, Supplemental Liquidated Damages, to finish final paving, striping and other incidentals related to the project.
2. The Contractor shall plan and complete the Work in such a manner that Western Avenue is restricted to one lane of signalized alternating traffic for a maximum of 63 Calendar Days after which the bridge shall be Reopened to Two Lanes of Traffic.

INCENTIVE/DISINCENTIVE FOR EARLY OR LATE OPENING

1. Early Opening Incentives. The Contractor will be paid an \$8,000 incentive for each complete Calendar Day that Western Avenue is Reopened to Two Lanes of Traffic prior to the 63 Calendar Day one lane restriction deadline.
2. Late Opening Disincentives. The Contractor will be assessed an \$8,000 disincentive for each Calendar Day, or portion of a Calendar Day, that Western Avenue in not Reopened to Two Lanes of Traffic after the 63 Calendar Day lane closure restriction.

3. Maximum Total Contract Incentives. The maximum combined monetary incentive is capped at \$80,000 for the Western Avenue Bridge. The maximum combined monetary disincentive is capped at \$80,000 for the Western Avenue Bridge. These are in addition to contract liquidated damages.

The following specifications apply only to work completed at the Route 201 Project Site, WIN 20489.00:

DEFINITIONS

1. “Phase 1 Base Paving” is defined as the completion of all base paving on the northbound lanes and shoulders of I-95, including the Route 201 bridge deck.
2. “Route 201 Northbound Off-Ramp Paving” is defined as the completion of all mill and fill pavement on the northbound off-ramp at of Exit 133.
3. “Route 201 Bridge Phase 1 Substantial Completion” is as defined in Special Provision 107, Time, Work Times, Supplemental Liquidated Damages, Under 107.1, Contract Time and Contract Completion Date.

ON TIME COMPLETION BONUS

The Contractor will be paid a single lump sum on-time completion bonus of \$40,000 for the Route 201 Bridge if all of the following criteria are met:

1. Route 201 Northbound Off-Ramp surface paving is complete on or before sunset on October 17, 2015.
2. Phase 1 Base Paving is complete on or before sunset on November 15, 2015.
3. Route 201 Bridge Phase 1 Substantial Completion is achieved on or before 11:59 PM on November 20, 2015.

SPECIAL PROVISION
SECTION 107
TIME
(Work Times)
(Supplemental Liquidated Damages)

The following requirements apply to all work in this Contract:

107.1 Contract Time and Contract Completion Date Add the following to this section:

The specified Contract Completion Date is November 4, 2016.

107.3.1 General Add the following to this section:

Daily single lane closures on I-95 northbound and southbound are allowed without penalty Monday through Thursday, 24 hours per day.

Daily single lane closures on I-95 northbound are also allowed without penalty on Sundays between 6:00 PM and 11:59 PM.

Daily single lane closures on I-95 southbound are also allowed without penalty on Fridays between 12:00 AM (midnight) and 9:00 AM.

Supplemental liquidated damages will be assessed at \$750.00 per lane per 30 minutes, or any portion thereof, for daily or nightly lane closures on I-95 that remain in place outside of the times noted above.

Single lane closures on Route 201 are allowed without penalty 24 hours per day. Lane closures shall be removed at the conclusion of each working day. A minimum of two lanes on Route 201 (one in each direction) shall remain open at all times.

Single lane closures on Western Avenue are allowed without penalty daily between 9:00 AM and 4:30 PM and nightly between 6:30 PM and 6:30 AM.

Supplemental liquidated damages will be assessed at \$500.00 per 30 minutes, or any portion thereof, for lane closures that remain in place on Western Avenue outside of the times noted above. All daily or nightly lane closures shall be removed, and the bridge reopened to two way traffic, upon the completion of each day or night's work.

At the Western Avenue Project Site closures on I-95 are allowed for the sole purposes of crane mobilization and the erection of precast deck panels. A total of 96 hours of closure are allowed without penalty. The closure of the I-95 Northbound and I-95 Southbound roadways will be counted separately in the calculation of closure time used.

Supplemental liquidated damages will be assessed at \$1,500.00 per lane (\$3,000.00 per bound) for each 30 minutes, or any portion thereof, for all complete closures of I-95 in excess of the 96 hours allowed.

At the Western Avenue Project Site a total of 128 hours of overnight closures of the Western Avenue Bridge will be allowed without penalty for the sole purposes of the following work activities: crane mobilization, precast deck panel erection, the installation, resetting and removal of temporary concrete barrier, and final surface paving.

Supplemental liquidated damages will be assessed at \$1,500.00 per 30 minutes, or any portion thereof, for all complete closures of Western Avenue in excess of the 128 hours allowed.

Any complete closures of I-95 and the Western Avenue Bridge shall be scheduled to occur between 9:30 PM and 5:00 AM the following morning. A closure notification plan meeting the requirements of Standard Specification 104.4.10 must be included in the Traffic Control Plan.

Supplemental liquidated damages will be assessed at \$1,500.00 per lane (\$3,000.00 per bound) for each 30 minutes, or any portion thereof, for complete closures of I-95 that remain in place outside of the times noted above.

Supplemental liquidated damages will be assessed at \$1,500.00 per 30 minutes, or any portion thereof, for complete closures of Western Avenue that remain in place outside of the times noted above.

The Interstate and Western Avenue shall be cleaned after each night of work before reopening the roadways to traffic.

The preceding supplemental liquidated damages shall be applied in addition to the traffic control plan violation penalties outlined in Standard Specification 652, Maintenance of Traffic, Section 652.8, Basis of Payment.

107.3.2 Night Work Add the following to this section:

Night work, including bridge and roadway closures, will only be permitted on Sunday through Thursday. The Contractor shall not undertake Night Work on Friday and Saturday nights or during the Holiday periods defined in Special Provision 107, Contract Time unless otherwise allowed by this specification.

The following requirements apply to all work related to WIN 20483.00, the Western Avenue Bridge:

107.1 Contract Time and Contract Completion Date Add the following to this section:

The Contractor shall not install the Phase 1 long-term signalized lane closures until on or after 12:00 AM on July 5, 2016.

The following requirements apply to all work related to WIN 20489.00, the Route 201 Bridge:

107.1 Contract Time and Contract Completion Date

The Contractor shall not install the Phase 1 traffic control, close the northbound on-ramp, or temporarily relocate the northbound off-ramp traffic, until on or after 12:00 AM on September 8, 2015.

Phase 1 construction at the Route 201 Bridge shall be substantially complete on or before 11:59 PM on November 20, 2015. Route 201 Bridge Phase 1 Substantial Completion is defined as the removal of all Phase 1 extended duration traffic control devices related to work at the Route 201 Bridge, returning the northbound and southbound roadway of I-95 to its pre-construction traffic pattern and returning the Exit 133 northbound on and off ramps to their pre-construction configurations. This shall include reopening all through lanes, ramp lanes and interchange ramps as well as the removal of temporary barrier, drums and flexible delineators from the travelways and ramp lanes. In addition, it shall also include completion of the following Phase 1 work: placement of base pavement, single face guardrail, permanent concrete barrier, the installation of temporary median barrier and the removal and replacement of temporary striping. The installation of the Phase 1 bridge bearings at Abutment 1 and 2 is not required to achieve substantial completion. Supplemental liquidated damages will be assessed at \$1000.00 per day, or any portion thereof, if the above criteria are not met.

The Contractor shall not install the Phase 2 traffic control until on or after 12:00 AM on March 7, 2016.

Phase 2 construction shall be substantially complete on or before 11:59 PM on June 8, 2016. Phase 2 Substantial Completion is defined as the removal of all Phase 2 extended duration traffic control devices related to work at the Route 201 Bridge and returning the northbound and southbound roadway of I-95 to their pre-construction traffic patterns. Phase 2 substantial completion shall also include reopening all through lanes, ramp lanes and interchange ramps as well as the removal of all temporary barrier, drums, signs, temporary striping and flexible delineators from the travelways and ramp lanes. In addition, it shall also include the completion of all paving and the installation of all bridge expansion joints, guardrail, permanent concrete barrier and permanent concrete transition barriers, the application of protective coatings and all final seeding and mulching. The work shall also include the installation of all replacement bearings for both the northbound and southbound bridges. Supplemental liquidated damages will be assessed at \$1000.00 per day, or any portion thereof, if the above criteria are not met.

SPECIAL PROVISIONS
SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS
(Removing Pavement Surface – Medium Texture Milling Head)

Description This work shall consist of the removal of temporary pavement placed over the existing Hot Mix Asphalt (HMA) pavement on the Route 201 northbound onramp. The temporary pavement will be placed at a variable width and variable depth as depicted in the plans or as directed by the Resident. The pavement will be removed from the limits of the existing ramp as shown in the plans by the use of pavement milling machinery. The milling machinery shall be configured and equipped to provide a finished milled surface meeting the requirements of this specification.

Removing Pavement Surface The equipment for removing the bituminous surface shall be a power operated milling machine or grinder capable of HMA pavement to the required depth, transverse cross slope, and profile grade by the use of an automated grade and slope control system. The controls shall automatically increase or decrease the pavement removal depth as required, and readily maintain desired cross slope, to compensate for surface irregularities in the existing pavement course. The equipment shall be capable of accurately establishing profile grades by referencing from a fixed reference such as a grade wire, or from the existing pavement surface using a 30 foot minimum contact ski (floating beam), or 24 foot non-contact grade control beam. The Resident may waive the requirement for automatic grade or slope controls if project conditions warrant such action.

The rotary drum shall utilize carbide tip tools spaced not more than $\frac{5}{16}$ inches (8mm) apart. The forward speed of the milling machine shall be limited to no more than 45 feet/minute. The tools on the revolving cutting drum must be continually maintained and shall be replaced as warranted to provide a uniform pavement texture.

The milling head shall be sized to provide a minimum 6 foot cutting width. The machine shall be sized and configured to provide a 0 to 2 inch deep cut in one pass. The teeth on the revolving cutting drum must be continually maintained and shall be replaced as warranted to provide a uniform pavement texture. It shall also be equipped with an integral pickup and conveying device to immediately remove milled material from the roadway and discharge the millings into a truck, all in one operation.

The Contractor shall locate and remove all objects in the pavement through the work area that would be detrimental to the planing or grinding machine. Any structures or obstructions left within the travel lane or shoulders shall have tapers installed according to Standard Detail 202(01).

Milled Surface Inspection The milled surface shall provide a satisfactory riding surface with a uniform textured appearance. The milled surface shall be free from gouges, excessive longitudinal grooves and ridges, oil film, and other imperfections that are a result of defective equipment, non-uniform milling teeth, improper use of equipment, or otherwise poor

workmanship. No area shall have a depth greater than $\frac{1}{8}$ inch when measured with a ten (10) foot straightedge. Any unsatisfactory surfaces produced are the responsibility of the Contractor and shall be corrected at the Contractor's expense and to the satisfaction of the Engineer.

The Contractor shall perform Quality Control inspection of the milled surface. The Contractor shall monitor the milled surface for irregularities and make adjustments as necessary to maintain uniformity in the milled surface, and depth of cut. Inspection activities during milling of HMA pavement may be performed by qualified Production personnel (e.g. Skilled Laborers, Foremen, Superintendents). However, the Contractor's QC personnel shall have overall responsibility for QC inspection. The Contractor shall not rely on the results of Department Acceptance inspection for Quality Control purposes. The Engineer shall be provided the opportunity to monitor and witness all QC inspection.

The milled pavement surface shall be uniform in texture, with a groove depth of $\frac{1}{16}$ inch. The Contractor shall perform surface texture measurements with a 10 foot straightedge in the transverse direction across the milled surface. The milled surface shall have a texture such that the variation from the edge of the straightedge to the top of ridges between any two ridge contact points shall not exceed $\frac{1}{4}$ inch. The difference in height from the top of any ridge to the bottom of the groove adjacent to that ridge shall not exceed $\frac{1}{8}$ ". Any point in the surface not meeting these requirements shall be corrected as directed by the Resident at the Contractor's expense.

During any period that a centerline or edge of travelway vertical edge exists, the Contractor will be responsible for installing additional warning signage that clearly defines the centerline or edge of travelway vertical edge and elevation differential hazard, as well as additional centerline delineation such as double RPM application, or temporary painted line. The Traffic Control Plan shall include the additional requirements. All signs and traffic control devices will conform to Section 719.01, and Section 652, and will be installed prior to the work, at a maximum spacing of 0.50 mile for the entire length of the effected roadway section. All additional signing, labor, traffic control devices, or incidentals will not be paid for directly, but will be considered incidental to the appropriate 652 bid items.

Any areas of concern, such as de-lamination or pot-holing shall be identified on a continuous basis as milling progresses. Proper corrective action will be determined by the Resident and paid for under the appropriate contract items, and if required, completed prior to opening lane to traffic. Any issues that arise **up to 7** calendar days after being milled will be the responsibility of the MaineDOT unless otherwise noted in Special Provision Section 105 – Limitations Of Operations.

Sweeper - Equipment Requirements Prior to opening an area which has been milled to traffic, the pavement shall be thoroughly swept with a sweeper. The Contractor shall provide a sufficient number of mechanical sweepers to ensure that the milled surface is free of millings and debris at the end of each day's milling operations. Each sweeper shall be equipped with a water tank, spray assembly to control dust, a pick-up broom, a dual gutter broom, and a pick up hopper. The sweepers shall be capable of removing millings and loose

debris from the milled pavement surface. Other sweeping equipment may be provided in lieu of the sweeper where acceptable by the Resident.

Surface Tolerance The milled surface shall provide a riding surface with a corduroy textured appearance with a groove depth of $\frac{1}{16}$ inch. The milled surface shall be free from gouges, longitudinal grooves and ridges, oil film, and other imperfections that are a result of defective equipment, improper use of equipment, or poor workmanship. No area shall have a depth greater than $\frac{1}{8}$ inch when measured with a ten (10) foot straightedge. Any unsatisfactory surfaces produced are the responsibility of the Contractor and shall be corrected at the Contractor's expense and to the satisfaction of the Engineer.

The depth of removal will be verified by taking a measurement every 200 feet per each pass of the milling machine, or as directed by the Resident. These depth measurements shall be used to monitor the average depth of removal.

Prior to opening an area which has been milled to traffic, the pavement shall be thoroughly swept with a sweeper

Method of Measurement This work will be measured for payment by the square yard. The area measured shall be the areas in which the milling of asphalt has been completed and the work accepted. No deductions will be made for areas not actually milled around catch basin inlets, manholes, utility boxes and any similar structures, and other methods were employed to remove the pavement surface

Basis of Payment This work will be paid for at the contract unit price per square yard for Pavement removal. This price shall include all equipment, tools, labor, and materials incidental necessary to complete the work. No additional payments will be made for multiple passes with the milling machine to remove the bituminous surface to the required depth or cross section.

No separate payments will be made for cleaning the milled surface after milling or prior to paving. Providing protection for utilities and structures, the removal of bituminous concrete around catch basin inlets, manholes, utility valve boxes and any similar structures, repairing surface defects as a result of the Contractors workmanship or activities, providing protection to underground utilities from the vibration of the milling operation, the removal of any temporary milled transition, removal and disposal of millings, furnishing a sweeper and sweeping after milling, or any other items needed to satisfactorily complete the work shall be considered incidental to this pavement removal pay item.

Pay Item

Pay Unit

202.2023 Removing Pavement Surf, Medium Cut Drum

S.Y.

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>3" – Western Avenue Bridge Deck</u>						
Wearing	12.5 mm	403.2081	N/A	1½"	1	2,4,8,12,30
Base	12.5 mm	403.2131	N/A	1½"	1	2,4,8,12,30
<u>8" – Route 139 Travel Way – Full Depth</u>						
Wearing	12.5 mm	403.2081	N/A	1½"	1	4,8,12,30
Base	12.5 mm	403.2131	N/A	1½"	1	4,8,12,30
Base	19.0 mm	403.207	N/A	5"	2	1,4,8,13
<u>3" – Route 139 Travel Way – Mill & Fill</u> <u>see plan sheets for step details</u>						
Wearing	12.5 mm	403.2081	N/A	1½"	1	4,8,12,30
Base	12.5 mm	403.2131	N/A	1½"	1	4,8,12,30
<u>3" – I-95 SB On Ramp Travel Way – Overlay</u>						
Wearing	12.5 mm	403.2081	N/A	1½"	1	4,8,12,30
Base	12.5 mm	403.2131	N/A	1½"	1	4,8,12,30
<u>1½" – I-95 SB On Ramp Travel Way – Mill & Fill</u> <u>see plan sheets for step details</u>						
Wearing	12.5 mm	403.2081	N/A	1½"	1	4,8,12,30
Shim	9.5 mm	403.211	N/A	Varies	1/more	2,4,10
<u>5" – I-95 SB Off Ramp Travel Way – Full Depth</u>						
Wearing	12.5 mm	403.2081	N/A	1½"	1	4,8,12,30
Base	12.5 mm	403.2131	N/A	1½"	1	4,8,12,30
Base	12.5 mm	403.213	N/A	2"	1	1,4,8
<u>2" – Island and Incidentals</u>						
Wearing	9.5 mm	403.209	N/A	2"	2/more	2,3,10,11,14

COMPLEMENTARY NOTES

1. The required PGAB for this mixture will meet a **PG 64-28** grading.
2. The incentive/disincentive provisions for density shall not apply. Rollers shall meet the requirements of this special provision. The use of an oscillating steel roller shall be required to compact all mixtures pavements placed on bridge decks.
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**.
4. The design traffic level for mix placed shall be 3 to <10 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations**.
8. Section 106.6 Acceptance, (2) Method B. 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.

11. The combined aggregate gradation required for this item shall be classified as a 9.5mm “**fine graded**” mixture, (using the Primary Control Sieve control point) as defined in 703.09.
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.
14. The combined aggregate gradation required for this item shall be classified as a 9.5mm Thin Lift Mixture (TLM) mixture, using the Aggregate Gradation Control Points as defined in 703.09.
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.

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 403
HOT MIX ASPHALT

Desc. Of Course	Grad Design.	Item Number	Bit Cont. % of Mix	Total Thick	No. Of Layers	Comp. Notes
<u>3" – Route 201 Bridge Deck</u>						
Wearing	12.5 mm	403.2081	N/A	1½"	1	2,5,8,12,30
Base	12.5 mm	403.2131	N/A	1½"	1	2,5,8,12,30
<u>9" – I-95 Travel Way & Shoulders – Full Depth</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	5,8,12,30
Base	19.0 mm	403.207	N/A	6"	2	1,4,8,13
<u>3" – I-95 Travel Way & Shoulders – Mill & Fill</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	5,8,12,30
Shim	9.5 mm	403.211	N/A	Varies	1/more	2,4,10,11,14
<u>1½" – I-95 NB Off Ramp Travel Way & Shoulders – Mill & Fill</u>						
Wearing	12.5 mm	403.2081	N/A	1½"	1	5,8,12,30
Shim	9.5 mm	403.211	N/A	Varies	1/more	2,4,10,11,14
<u>5" - Temporary Pavement for I-95 NB Temporary Off Ramp</u>						
Temp. mix	12.5 mm	461.131	N/A	Varies	2/more	1,12,27,28
<u>1½" – I-95 NB On Ramp Travel Way & Shoulders – Mill & Fill</u>						
Wearing	12.5 mm	403.208	N/A	1½"	1	1,5,8,12
Shim	9.5 mm	403.211	N/A	Varies	1/more	2,4,10,11,14
<u>6" – I-95 SB Off Ramp Gore Area – Full Depth</u>						
Wearing	12.5 mm	403.2081	N/A	2"	1	5,8,12,30
Base	12.5 mm	403.2131	N/A	2"	1	5,8,12,30
Base	12.5 mm	403.213	N/A	2"	1	1,5,8
<u>4" – I-95 Median – Full Depth</u>						
Wearing	12.5 mm	403.208	N/A	2"	1	1,5,8,12
Base	12.5 mm	403.213	N/A	2"	1	1,5,8
<u>2" – I-95 Median – Mill & Fill</u>						
Wearing	12.5 mm	403.208	N/A	2"	1	1,5,8,12

COMPLEMENTARY NOTES

1. The required PGAB for this mixture will meet a **PG 64-28** grading.
2. The incentive/disincentive provisions for density shall not apply. Rollers shall meet the requirements of this special provision. The use of an oscillating steel roller shall be required to compact all mixtures pavements placed on **bridge decks**.
4. The design traffic level for mix placed shall be 3 to < 10 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.
11. The combined aggregate gradation required for this item shall be classified as a 9.5mm "**fine graded**" mixture, (using the Primary Control Sieve control point) as defined in 703.09.
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.
14. The combined aggregate gradation required for this item shall be classified as a 9.5mm Thin Lift Mixture (TLM) mixture, using the Aggregate Gradation Control Points as defined in 703.09.
27. See Special Provision 461.131 – Temporary Pavement, for project specifics. Pavement depths may vary as directed.
28. Removal of the temporary mix shall be in accordance with Special Provision 202.2023 – Remove Pavement Surface – Micro-milling.
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.

The Contractor must profile approaches every 10 ft out to a match point at a minimum 100 feet from the bridge joint, incorporating an additional 2 inches of pavement thickness at the bridge, to determine the approach pavement taper. Pavement taper profile and length must be approved by the Resident.

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 461.131
TEMPORARY PAVEMENT

Description:

This work shall consist of furnishing all labor, materials and equipment, for the manufacturing, installation and removal of all Temporary Pavement in accordance with these specifications, Special Provision 403 Hot Mix Asphalt, and the Plans. Temporary pavement shall meet all mix design requirements of a 12.5 mm surface mix for the top 1½ inches, a 12.5 mm base mix for the first 1½ inch base layer, and varying lifts of 12.5 mm base mix to make up the remaining varying depth base layers.

Method of Measurement:

This work will be measured for payment by the Ton, complete in place and accepted.

Basis of Payment:

The work shall be paid for at the contract Ton price for the manufacturing, installation and removal of all Temporary Pavement.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
461.131 Temporary Pavement	Ton

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
 (Precast Deck Panels)

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

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

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

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

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

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
A	502.26	Structural Concrete Roadway and Sidewalk Slab on Steel Bridges	\$400	A
A	Incidental to Item 535.302	Structural Concrete Roadway and Sidewalk Slab on Steel Bridges	N/A	C
LP	502.49	Structural Concrete Curbs and Sidewalks	\$450	A
LP	526.321	Permanent Concrete Barrier Type IIIa	\$450	A
LP	Incidental to Item 535.302	Permanent Concrete Barrier Type IIIa	N/A	C

P values listed above reflect the price per cubic yard (yd³) for all pay adjustment purposes.

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Ultra High Performance Concrete)

502.01 Description The following sentence is added:

This work shall consist of field casting of Ultra High Performance Concrete (UHPC) joints between precast concrete sections and within shear stud pockets, including batching, transportation, placement, and curing.

502.03 Materials The following paragraph is added:

The UHPC material for the field cast joints and beam to slab connections shall be Ductal® JS1000 or JS1212 supplied by Lafarge of North America as shown on the Plans. The contact person for obtaining the material is:

V.H.(Vic) Perry, FCSCE, MASc., P.Eng.,
Vice-President / General Manager – Ductal®
Lafarge North America
Direct 403 292 9423 | Mobile 403 669 8632 | Fax 403 278 7420
E-mail: vic.perry@lafarge-na.com

The material shall be as called for on the Plans with all components supplied by the Manufacturer. Materials commonly used in the UHPC are:

- Fine aggregate
- Cementitious material
- Superplasticizer
- Accelerator
- Steel Fibers

UHPC material shall satisfy the following criteria:

- Minimum Compressive Strength (ASTM C39) for the JS1000:

2 Days	≥ 6,000 psi
4 days	≥ 14,500 psi
14 days	≥ 17,600 psi
28 days	≥ 21,700 psi
- Minimum Compressive Strength (ASTM C39) for the JS1212:

12 hours	≥ 12,000 psi
7 days	≥ 15,000 psi
14 days	≥ 17,600 psi
28 days	≥ 21,700 psi

- Chloride Ion Penetrability (ASTM C1202) < 250 coulombs
- Chloride Ion Penetrability (AASHTO T259; ½ inch depth) < 0.12 lb/cy
- Freeze-Thaw Resistance (ASTM C666A; 600 cycles) RDM > 96%
- Slump (ASTM C1437) 7 -10 inches

502.04 Shipping and Storage The following paragraph is added:

The contractor shall assure the proper storage of premix, fibers and additives as required by the Lafarge specifications in order to protect materials against loss of physical and mechanical properties.

502.041 Testing Equipment The following paragraphs are added:

The following equipment will be required for Mock-up Testing and for Production Testing.

- A mini-slump cone shall be provided by the Manufacturer for on-site testing. The mini-slump cone shall meet the requirements of ASTM C1437 as applicable.
- Concrete thermometer
- Three inch diameter by six inch cylinder molds shall be provided, by the Contractor, for making samples for compressive testing in accordance with ASTM C39.

The Contractor shall provide the above equipment for testing the UHPC and shall be available to the Resident at all times.

The following subsections are added:

502.042 Qualification Testing The Contractor shall successfully complete Mockup Testing a minimum of 60 calendar days prior to field production placement. Prior to completing the Mockup Testing, the Contractor shall submit a plan for the work a minimum of three weeks in advance for the Resident’s approval. If required the Contractor shall provide a revised plan.

Mock-up Testing A minimum of 60 calendar days prior to the proposed use of UHPC for production placements, the Contractor shall perform Mock-up Testing. Mock-up Testing shall be at the project site or another location approved by the Resident. Batching, mixing, placement, and curing shall be performed in the presence of MaineDOT personnel and shall be in accordance with the Manufacturer’s recommendations and the Manufacturer’s representative shall be present during the Mock-up to assist the Contractor and approve the mixing and placement procedures. The Contractor shall use the same personnel and equipment that will be used for the production placement. All equipment and materials shall be furnished by the Manufacturer. The quantity of materials shall be sufficient to perform the testes required herein.

The Mock-up shall consist of joining two precast concrete panels together with the same 6 inch wide transverse joint as shown on the Plans, including the joint between barrier sections, a beam haunch and shear stud blockouts. Each of the precast panels shall be a minimum of 8 inches thick, 3 feet wide, 5 feet long, and have permanent concrete barrier of a shape shown on the Plans. The panels shall have a minimum of three shear stud blockouts shown on the Plans spaced at 2'-0". The concrete mix for the panels shall be the same mix used for the panels to be placed on the bridge. This shall be a simulation of the production placement of a transverse joint, beam haunch, and shear stud blockouts, and shall consist of the same UHPC materials, equipment, mixing, batching, forming, surface preparation, placement, making of test cylinders, quality control by the Manufacturer's representative, and curing as for the production placements.

As with the proposed production placements, the Mock-up joints and shear stud blockouts shall be over-poured 1/4" to 3/8" above the panel edge to account for settlement. Curing of the joint shall be as specified in these special provisions. The Contractor shall grind the cured joints to demonstrate the outcome and effective use of the equipment proposed as required for the production placement. Slump testing in accordance with these special provisions shall be performed. A minimum of one slump test per each batch mix required for the Mock-up shall be performed and recorded. The slump flow shall be within the 7 to 10 inch range specified.

The slump test shall be performed and accepted prior to placing the mix in the Mock-up joint.

During this Mock-up, concrete compressive testing shall also be performed. A minimum of 20 cylinders, 3 inch diameter by 6 in shall be cast and tested. Four cylinders shall be tested each test day, the Tests shall be a 2 days, 4 days, 14 days, 21 days, and 28 days. The tests will be performed at a MaineDOT specified facility. Cylinder test preparation shall be in accordance with these specifications.

UHPC batch temperatures shall be as recommended by the Manufacturer and shall be representative of the proposed batch temperatures used for production placement. The temperature shall be recorded.

All cylinders shall be cured following the same procedure to be used in the field. The temperature during curing shall be within the anticipated temperature range for curing in the field or as recommended by the Manufacturer.

Within 28 days after placement, but no fewer than 4 days after placement, the joints and a section through the beam haunch shall be deconstructed by the Contractor by sawcutting in the presence of the Resident to show the degree of consolidation and general constructability.

The basis of acceptance of the Mock-up testing will include the Engineer's over-all approval of the Mock-up evaluated for its successful outcome in meeting the criteria set forth in

these specifications and that the forms; placement and workability procedures; and curing methods can reliably be used for the joint placement.

Approval for Production Placement No work for the UHPC placements shall commence until Mock-up Testing has been accepted

502.043 Pre-placement Meeting A minimum of 7 Days prior to placement in the field, the Contractor shall arrange an on-site meeting to discuss material mixing, transportation, placement, finishing, and curing with Lafarge, on-site construction personnel, MaineDOT staff, and design team representatives. The objective of the meeting will be to clearly outline the procedures for mixing, transporting, finishing and curing of the UHPC material.

The following subsection is added:

502.061 Batching, Placement, and Curing A minimum of two portable batching units will be supplied by the Manufacturer to the Contractor for mixing of the UHPC material. The Contractor shall follow the batching and placement sequence as specified by Manufacturer and approved by MaineDOT. The Contractor shall arrange for a representative of the Manufacturer to be on site during placement of all UHPC material. The representative shall be knowledgeable in the supply, mixing, transport, placement, and curing of the UHPC material.

The design and fabrication of forms shall follow approved installation drawings and shall follow the recommendations of the Manufacturer. All forms for UHPC shall be constructed from plywood. The forms shall be coated to prevent absorption of water as per the Manufacturer's recommendations.

The Contractor shall follow the mixing and batching procedures as recommended by the Manufacturer. The surface of the UHPC field joints and shear stud blockouts shall be filled and over-cured by ¼ inch to 3/8 inch above the top of the panel to allow for settlement in accordance with the Manufacturer's recommendations.

The UHPC in the form shall be cured according to the Manufacturer's recommendations to attain the required strength specified herein. This shall include but may not be limited to, sealing the area of the joints and shear stud blockouts with a sheet of plastic to protect it from the weather and debris, and to regulate the hydration process. Wet curing is not required. A continuous curing temperature of 61°F or as recommended by the manufacturer shall be provided. If anticipated weather conditions do not forecast these temperatures for the placements, provisions shall be made by the Manufacturer to make any adjustments necessary to ensure compliant curing conditions.

No construction vehicles or heavy equipment shall be placed on the panels nor shall any materials be stockpiled on top of the panels, until the beam haunches, UHPC joints, and shear stud blockouts have attained a minimum strength of 14.5 ksi.

The following subsection is added:

502.1708 Quality Control The contractor shall take four sets of compressive strength test samples for each day of placement. Each set consists of 4 cylinders 3 inch diameter by 6 inches. All sets shall be field cured in an environment similar to the material they represent for four days. After four days the cylinders shall be kept sheltered in open air for the remainder of the curing period. In preparation for compressive testing, the cylinder ends shall be cut and ground in accordance with AASHTO T-22.

Concrete compressive testing in accordance with ASTM C 39 shall be performed as follows: one set 2 days after casting, 4 days after casting, and 28 days after casting. The fourth set shall be treated as a reserve set.

The Manufacturer's Representative shall be present during the casting of the cylinders to ensure they are cast correctly and will be present to evaluate placement in terms of consistency, composition, flow, and placement.

The Contractor shall measure and record the slump for each batch of UHPC. The slump flow will be conducted using a mini-slump cone. The flow of each batch shall be between 7 and 10 inches. If the slump is not within this range the Manufacturer's Representative shall be consulted and a new batch mixed if required. The Contractor shall not add water to increase the slump. Additives to adjust the slump shall only be added as directed by the Manufacturer's on-site Representative. The slump flow for each batch shall be recorded in the QA log. A copy of the log shall be given to the Resident.

The Manufacturer shall provide Quality Assurance on site for the UHPC using the on-site Representatives. The representatives on site shall be using English units and measuring devices in English units for consistency.

502.18 Method of Measurement The following sentence is added:

Ultra High Performance Concrete, including required material, formwork, field demonstration, required testing, and all other labor, materials, equipment and incidentals necessary to complete the work, shall not be measured separately for payment, but shall be incidental to pay item 535.302, Full-Depth Precast Concrete Deck Panels.

SPECIAL PROVISION
SECTION 510
SPECIAL DETOURS
(Expressway Median Crossovers)

This section is amended by the addition of the following:

510.01 Description This work shall consist of the construction of crossovers and approaches required in the Interstate 95 median and the widening of the southbound off ramp gore in the vicinity of the Route 201 over I-95 Bridge for the satisfactory maintenance of vehicular traffic in conformity with the Contract Documents and the approved Traffic Control Plans. The work shall include installation of temporary concrete barrier to divide traffic, and reconstruction of the modified approaches and drainage structures to match the existing facilities in composition and grade at the completion of Phase 1 and Phase 2 construction.

The Contractor will construct median crossovers both to the south and to the north of the I-95 over Route 201 Bridge. The crossovers shall meet all requirements of the Section 652 Maintenance of Traffic special provision and the Traffic Control Plan. The design and details of the crossovers for Phase 1 and Phase 2 construction are shown in the Contract Plans. The crossover details reflect a design speed of 45 mph.

Temporary or permanent drainage structures, including a median trench drain as shown on the plans, shall provide for drainage of all roadway surfaces. Any pavement for this work, temporary or permanent, shall be graded to provide proper drainage. Drain grids, such as grid openings for catch basins, must be kept completely open.

Temporary Bi-Directional Delineators shall be installed on the roadway face of all temporary concrete barrier in conformance with Special Provision 627, Temporary Bi-Directional Delineators.

The existing median guardrail shall be removed, modified and reset to the limits shown in the plans, or as directed by the Resident, in accordance with Special Provision 606, Guardrail, Modify & Reset Thrie Beam, Double Rail.

The existing thrie-rail mounted glare foil system shall be removed and reset in conformance with Special Provision 644, Glare Screen - Remove and Reset.

510.02 Materials All materials used for the crossovers and approaches shall conform to the detailed plans and specifications.

Frames and grates of existing or proposed catch basins within the paved median limits shall be replaced with frames and grates that meet or exceed the AASHTO M306 Loading Requirements. In addition, a polyurethane elastomeric sealant, approved by the Resident, shall be applied to the frame seat prior to installing new grates.

510.032 Geometric Design The geometric design of the Special Detour(s), except as otherwise shown on the plans or as noted herein, shall be constructed in accordance with the current AASHTO Specification "A Policy on Geometric Design of Highways and Streets" and the Maine Department of Transportation "Highway Design Guide" (as Amended).

- a. Horizontal Alignment: The horizontal alignment shall be as shown on the Plans or as directed by the Resident.
- b. Vertical Alignment: All grade transitions will provide a smooth ride meeting AASHTO requirements for a design speed of 45 mph.

510.061 Expressway Median Crossover Construction The Expressway Median Crossovers, including temporary drainage structures and approaches, shall be constructed in accordance with the plans. Barricades, warning signs, , and other traffic control devices shall be provided in accordance with the Contract and the approved Traffic Control Plan.

Erosion control shall be accomplished in accordance with Section 656, Temporary Soil Erosion and Water Pollution Control.

Upon completion of construction the Hot Mix Asphalt pavement in the median shall remain in place, unless otherwise noted on the plans.

510.07 Contractor's Responsibility The Expressway Median Crossover travel surfaces shall be constructed and maintained in an acceptably smooth condition, as determined by the Resident. Immediate corrective action shall be taken by the Contractor to remedy objectionable roughness of the crossover riding surface.

The Contractor shall be responsible for maintaining the crossovers for each stage of the construction.

The Maine Department of Transportation will be responsible for snow removal and surface treatment (e.g. sanding and salting) on pavement open to traffic.

510.08 Method of Measurement The accepted Expressway Median Crossovers, installed, accepted and maintained, will be measured for payment as one lump sum

The installation and removal of temporary drainage structures, and the reconstruction or modification of permanent drainage structures shall not be measured for payment separately but shall be incidental to Pay Item 510.301, Expressway Median Crossovers.

The placement of new Hot Mix Asphalt pavement will be measured for payment separately under the respective Section 403 pay items.

510.08 Basis of Payment The accepted Expressway Median Crossovers will be paid for at the Contract lump sum price which shall be full compensation for the respective items, as

called for in the Contract, construction, maintenance, reconstruction and rehabilitation as required for safe operation.

Payment for the crossovers shall include all common excavation, milling, common borrow, aggregate, drainage culverts, catch basins and structures, trench drains, modifying existing drainage structures to connect to proposed or temporary structures, temporary and permanent pavement markings, temporary and permanent pavement marking removal, rumble strip removal, temporary concrete barrier and resetting of temporary concrete barrier, temporary bi-directional delineators, removing, stacking, modifying and reinstalling guardrail, loam, seeding, mulch, stone ditch protection, removing and resetting glare screen , erosion control mix, erosion control geotextile and any other material, labor, equipment and incidentals required to complete the work in accordance with the plans and in a manner satisfactory to the resident.

All gravel or borrow material and excavation needed to accommodate changes in elevation between the Northbound and Southbound roadways shall be incidental to this item.

Maintenance of traffic control devices such as construction signs, barricades, drums and flashing arrow boards will be paid for under their respective pay items.

Payment will be made as follows: 60 percent of the lump sum price will be paid when the crossovers are acceptable and open to traffic. Another 15 percent of the lump sum price will be paid at the conclusion of Phase 1 construction of the Route 201 Bridge. Another 15 percent of the lump sum price will be paid at the conclusion of Phase 2 construction of the Route 201 Bridge. The final 10 percent of the lump sum price will be paid once applicable portions of the crossovers are removed and restored as called for on the plans.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
510.301 Expressway Median Crossovers	Lump Sum

SPECIAL PROVISION
SECTION 510
SPECIAL DETOURS
(Temporary Interstate Ramp)

This section is amended by the addition of the following:

510.01 Description This work shall consist of the construction of the temporary northbound off ramp required at Exit 133 on Interstate 95 for the satisfactory maintenance of vehicular traffic in conformity with the Contract Documents and the approved Traffic Control Plans. The work shall also consist of modifying a portion of the existing northbound on ramp to reverse the roadway superelevation to accommodate traffic exiting the interstate.

The work shall also include reconstructing the existing Exit 133 northbound on ramp to match the pre-construction condition of the facilities in composition and grade at the completion of Phase 1 construction.

The Contractor will construct the temporary ramp to tie the northbound travel lane into the existing Route 201 northbound on ramp. The temporary ramp shall meet all requirements of the Section 652 Maintenance of Traffic special provision and the Traffic Control Plan. The temporary ramp details reflect a design speed of 25 mph.

Following the completion of construction the Contractor shall cover the temporary ramp pavement with dirty borrow, seed and mulch the area as shown on the plans.

Temporary drainage structures, as shown on the plans, shall provide for drainage of all roadway surfaces. Any pavement for this work, temporary or permanent, shall be graded to provide proper drainage.

Temporary Bi-Directional Delineators shall be installed on the roadway face of all temporary concrete barrier in conformance with Special Provision 627, Temporary Bi-Directional Delineators.

510.02 Materials All materials used for the temporary ramp and approaches shall conform to the detailed plans and specifications.

510.032 Geometric Design The geometric design of the Special Detour(s), except as otherwise shown on the plans or as noted herein, shall be constructed in accordance with the current AASHTO Specification "A Policy on Geometric Design of Highways and Streets" and the Maine Department of Transportation "Highway Design Guide" (as Amended).

- a. Horizontal Alignment: The horizontal alignment shall be as shown on the Plans or as directed by the Resident.
- b. Vertical Alignment: All grade transitions will provide a smooth ride meeting

AASHTO requirements for a design speed of 25 mph.

510.061 Special Detour – Temporary Interstate Ramp Construction The Special Detour – Temporary Interstate Ramp, including temporary drainage structures and approaches, shall be constructed in accordance with the plans. Barricades, warning signs, and other traffic control devices shall be provided in accordance with the Contract and the approved Traffic Control Plan.

Erosion control shall be accomplished in accordance with Section 656, Temporary Soil Erosion and Water Pollution Control.

Upon completion of Phase 1 the northbound on ramp shall be returned to its original condition, the guardrail removed from the temporary ramp, and the temporary ramp pavement shall be covered with 9” of dirty borrow, seeded and mulched unless otherwise noted in the plans or directed by the Resident.

510.07 Contractor’s Responsibility The Special Detour – Temporary Interstate Ramp travel surfaces shall be constructed and maintained in an acceptably smooth condition, as determined by the Resident. Immediate corrective action shall be taken by the Contractor to remedy objectionable roughness of the riding surface.

The Contractor shall be responsible for maintaining the temporary ramp for the full duration of Phase 1 construction.

The Maine Department of Transportation will be responsible for snow removal and surface treatment (e.g. sanding and salting) on pavement open to traffic.

510.08 Method of Measurement The accepted Special Detour – Temporary Interstate Ramp, installed, accepted, maintained and removed as described herein, will be measured for payment as one lump sum.

The installation and removal of temporary drainage structures, and the reconstruction or modification of permanent drainage structures shall not be measured for payment separately but shall be incidental to Pay Item 510.302, Special Detour – Temporary Interstate Ramp.

The placement of new Hot Mix Asphalt pavement will be measured for payment separately under the respective Section 403 pay items.

510.09 Basis of Payment The accepted Special Detour – Temporary Interstate Ramp will be paid for at the Contract lump sum price which shall be full compensation for the respective items, as called for in the Contract, construction, maintenance, reconstruction and rehabilitation as required for safe operation.

The temporary ramp shall include all common excavation, common borrow, aggregate, drainage culverts, catch basins and structures, temporary and permanent pavement markings, temporary and permanent pavement marking removal, rumble strip removal, temporary concrete

barrier and resetting of temporary concrete barrier, temporary bi-directional delineators, removing stacking and reinstalling guardrail, installation and removal of temporary guardrail, dirty borrow, loam, seeding, mulch, stone ditch protection, erosion control blanket, erosion control mix, erosion control geotextile and any other material, labor, equipment and incidentals required to complete the work in accordance with the plans and in a manner satisfactory to the resident.

Maintenance of traffic control devices such as construction signs, barricades, drums, flexible delineators, and flashing arrow boards will be paid for under their respective pay items.

Payment will be made as follows: 70 percent of the lump sum price will be paid when the temporary ramp has been acceptably constructed and opened to traffic. The remaining 30 percent of the lump sum price will be paid once applicable portions of the temporary ramp are removed or covered over as called for on the plans or in this specification.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
510.302 Special Detour – Temporary Interstate Ramp	Lump Sum

SPECIAL PROVISION
SECTION 520
EXPANSION DEVICES
(Armorless Bridge Joint)

This section is amended by the addition of the following:

520.01 Description This work shall consist of furnishing and installing an Armorless Bridge Joint system as shown on the plans and in accordance with these specifications. The joint shall be installed the full length of the bridge deck. At the horizontal and vertical termination points of the joint the voids shall be finished with an approved non-sag silicone-based sealant.

520.011 Submittals Prior to construction, the Contractor shall submit complete and detailed Shop Drawings of the proposed joint system for review and approval. Shop Drawings shall include information covering materials, their properties, the manufacturer's recommended installation procedures, storage and handling requirements, and Materials Safety Data Sheets.

520.02 Materials The proposed joint system shall consist of a system conforming to the details and dimensions shown on the Plans, in accordance with these Specifications or as approved by the Resident.

The following systems are acceptable for use as armorless bridge joints:

DSM System	Jeene
EMSEAL	Watson Bowman Acme
25 Bridle Lane	95 Pineview Drive
Westborough, MA 01581	Amherst, NY 14228
J-Series	Evazote UV
D.S. Brown	Watson Bowman Acme
300 East Cherry St.	95 Pineview Drive
North Baltimore, OH 45872	Amherst, NY 14228

520.06 Installations The joint system shall be installed in one continuous piece and in accordance with manufacturer's latest instructions and specifications. Field splicing of the system will not be allowed.

The proposed joint system shall be sized to allow a total joint movement of 0.5 inches. The installation shall be centered over the expansion joint gap as indicated on the Plans. In no case shall the joint be installed when the ambient or substrate temperatures is below 40°F, when rain is imminent, or in other environmental conditions disapproved by the Resident.

520.07 Method of Measurement The Armorless Bridge Joint system will be measured as one lump sum, in place, and accepted. Non-sag silicone sealant will not be measured for payment separately but shall be considered incidental to the joint pay item.

520.08 Basis of Payment Payment for the Armorless Bridge Joint shall be full compensation for all labor, materials, equipment and incidentals required for furnishing and installing the joint system as shown on the Plans, in accordance with these Specifications or as approved by the Resident.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
520.223	Armorless Bridge Joint	Lump Sum

SPECIAL PROVISION
SECTION 520
EXPANSION DEVICES
(Asphaltic Plug Joint)

This section is amended by the addition of the following:

520.01 Description This work shall consist of furnishing and installing asphaltic plug joint systems at the locations shown on the Plans, in accordance with these Specifications or as approved by the Resident.

This work shall also include having the approved manufacturer provide a qualified technical representative(s) to supervise the installation of the joint systems. The representative(s) shall instruct, train and supervise the Contractor's personnel in the proper methods of installation. All costs associated with this service shall be included in the unit price of the work.

520.011 Submittals Prior to construction, the Contractor shall submit the following to the Resident for review and approval:

- (a) Complete and detailed Shop Drawings of asphaltic plug joint system. Shop Drawings shall include information covering materials, their properties, installation procedures, storage and handling requirements, and Materials Safety Data Sheets.
- (b) The resume of the manufacturer's technical representative, which shall include the representative's experience installing the asphaltic plug joint system along with the names and telephone numbers of contact persons for recent projects where technical assistance was provided.
- (c) Certified test reports of the asphaltic binder, closed cell foam backer rod and the plastic compound.
- (d) Certificates of Compliance for aggregate.

520.02 Materials The asphaltic plug joints shall consist of a system including bridge joint binder material, aggregate, backer rod, elastomeric concrete header material and polysulfide joint sealant conforming to the details and dimensions shown on the Plans, in accordance with these Specifications or as approved by the Resident.

The following systems are acceptable for use as asphaltic plug joints:

Thorma-Joint	Wabo Expandex	Matrix 502
Dynamic Surface Applications, Ltd	Watson Bowman Acme	D.S. Brown
373 Village Road	95 Pineview Drive	300 East Cherry St.
Pennsdale, PA 17756	Amherst, NY 14228	North Baltimore, OH 45872

520.06 Installation Asphaltic plug joint system shall be installed in accordance with manufacturer's latest instructions and specifications. Manufacturer's representatives shall be present during the entire installation to ensure satisfactory results are obtained.

Asphaltic plug joint system shall allow total joint movement for up to two inches. The installation shall be centered over the expansion joint gap as indicated on the Plans. Installation shall be completed when the temperature of the structural steel is within the temperature range provided on the plans. In no case shall asphaltic plug joints be installed when the ambient or substrate temperatures are below 40°F, when rain is imminent, or in other environmental conditions disapproved by the Resident.

Sawcut and remove asphalt pavement as shown on the Plans. Vertical surfaces of asphalt pavement shall be cleaned to remove all water and cutting dust.

Binder shall be heated to a safe temperature as recommended by manufacturer. Heating kettles shall be equipped with continuous agitation system, temperature controller, calibrated thermometer and double steel jacket with an oil layer in between to prevent scorching of the binder. During application, the temperature of binder shall be maintained at a minimum of 350°F. It shall be poured into expansion joint openings until it runs over edges.

Aggregate shall be heated in a rotating drum mixer to a minimum of 350°F or as recommended by the Resident. The thermoplastic polymeric modified asphalt Binder shall be added to the mixer to precoat aggregates.

Coated aggregate shall be placed into blockouts in layers as recommended by the manufacturer. Blockouts shall be overfilled with coated aggregate as required to compensate for compaction. Equipment for compaction shall be as recommended by the manufacturer. Additional thermoplastic polymeric modified asphalt binder shall be screeded over the compacted joint to fill any surface voids.

Top dressing aggregate shall be applied per the manufacturer's recommendation.

Vehicular traffic may pass over finished joints two-hours after compaction or as recommended by the manufacturer.

520.07 Method of Measurement Asphaltic Plug Joint system will be measured by the linear foot along the top surface of installed joints to the limits as shown on the Plan. Preparation of surfaces for the proposed joint system including cutting, grinding and cleaning, will not be measured separately for payment, but shall be incidental to the Asphaltic Plug Joint item.

520.08 Basis of Payment Asphaltic Plug Joint system will be paid for at the Contract unit price per linear foot which price shall be full compensation for all labor, materials, equipment and incidentals required for furnishing and installing the Asphaltic Plug Joint system as shown on the Plans, in accordance with these Specifications or as approved by the Resident.

The backer rod and elastomeric sealant installed up the vertical face and across the horizontal surfaces of bridge curbs, parapets and sidewalks will not be measured separately for payment, but shall be incidental to the Asphaltic Plug Joint item.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
520.232 Asphaltic Plug Joint	Linear Foot

SPECIAL PROVISION
SECTION 523
BEARINGS
(Bearing Modifications)

This specification is amended as follows:

523.01 Description The following paragraphs are added:

Installation of the new Route 201 Northbound Bridge bearings is permitted to occur after the northbound bridge deck has been cast. If these bearings are to be installed after the northbound bridge deck is cast the work shall also consist of modifying the existing abutment bearings at Abutment 1 northbound and Abutment 2 northbound prior to placement of the bridge deck.

The following subsection is added:

523.095 Bearing Modifications

If the new northbound bearings are to be installed after the northbound bridge deck is cast the work shall also consist of modifying the existing abutment bearings at Abutment 1 northbound and Abutment 2 northbound prior to deck placement as follows:

- a. Cut the existing anchor rods flush with the top of the existing masonry plates. Cutting of anchor rods shall be completed such that the sole plate can move freely and independently from the masonry plate. The anchor rods may not be removed below the top surface of the masonry plate, and the sole plate shall remain securely attached to the girder flange, until the new bearings are ready to be installed.
- b. Remove all loosely adhered pack rust and debris from the faying surface of the sole plate and masonry plate
- c. Shim the existing bearings and/or grind the existing abutment seat as required to accommodate the height of the proposed replacement bearings. All grinding shall be limited to a maximum depth of 1" below the top of the existing bridge seat. The resulting distance provided between the top of abutment seat and the bottom of the girder bottom flange shall equal the height of the proposed replacement bridge bearings (including the thickness of the preformed pad) within +/-1/8". All shims shall be securely fastened in place by bolting or welding. No welding on the bridge girders will be allowed without prior approval of the Resident.

523.50 Method of Measurement The following paragraph is added:

Bearing Modifications will not be measured for payment separately but shall be incidental to Pay Item 523.52, Bearing Installation.

SPECIAL PROVISION
SECTION 524
TEMPORARY STRUCTURAL SUPPORTS
(Temporary Structure Support)

524.01 Description The following paragraphs are added:

This work shall consist of the jacking and temporary structural support of the existing superstructures at the Western Avenue Bridge pier and abutment locations to adjust the bridge profile, allow for the removal of existing bearings, and for the installation of proposed bearing assemblies.

The Western Avenue Bridge consists of five simply supported spans. All girders at a support must be jacked and temporarily supported simultaneously; additionally, traffic shall remain operational on the bridge during all jacking, temporary support, and bearing replacement operations.

This work shall also consist of designing, fabricating, erecting, operating, maintaining, and dismantling the temporary structural supports and jacking systems required to perform the work. The calculated unfactored jacking and temporary support loads are as follows:

- Abutment No. 1 & Pier A, Span 1:
 - Dead Load = 34 kips
 - Live & Impact Load = 74 kips
- Pier A, Span 2 & Pier B, Span 2:
 - Dead Load = 39 kips
 - Live & Impact Load = 77 kips
- Pier B, Span 3 & Pier C, Span 3:
 - Dead Load = 39 kips
 - Live & Impact Load = 77 kips
- Pier C, Span 4 & Pier D, Span 4:
 - Dead Load = 39 kips
 - Live & Impact Load = 77 kips
- Pier D, Span 4 & Abutment No. 2:
 - Dead Load = 29 kips
 - Live & Impact Load = 70 kips

The Contractor shall provide a jacking system and a temporary support system with a capacity of at least 150% of the loads stated above.

The jacking force applied at each jack location shall not exceed of 55 kips when live load is not present, or 130 kips when live load is present, on the span being jacked to avoid overstressing, or otherwise damaging, the pier caps or superstructure. If loads in excess of these

limits are required the jacking operations shall cease and the Resident shall be notified. Jacking operations may not resume until guidance is provided by the Resident.

The Contractor shall make provisions to prevent longitudinal and transverse movement of the superstructure and twisting of the stringers during the jacking operations, and while the deck is temporarily supported. These provisions shall be submitted to the Resident for approval.

524.02 Materials The following paragraph is added:

Materials used for supports shall be structural grade sawn timber, structural steel, or a combination of both. All support materials, whether new or used, shall be sound and of adequate strength and cross section for the intended loads. All structural steel shall have a minimum yield strength of 36,000 psi.

524.03 Design The following sentence is added to the end of the first paragraph:

All design, detail and load requirements shall conform to the most current edition of the AASHTO LRFD Bridge Design Specifications, applicable Interim Specifications, and these Specifications, unless otherwise noted on the Plans. The design computations shall verify the proposed jacking scheme does not introduce unacceptable stresses in the existing bridge components including steel girders, diaphragms, connections and pier caps. All design computations submitted for approval shall be reviewed, checked, and initialed accordingly. Any support systems requiring attachment to existing concrete shall be subject to approval by the engineer. Systems requiring extensive drilling and anchoring into existing concrete will not be accepted.

The following paragraphs are added:

Removal of lead based paint shall be in accordance with all applicable federal, state and local requirements. The Contractor shall submit a lead based paint removal plan to the Resident for approval prior to the start of the work.

All surfaces of existing steel members where paint is removed for welding prior to jacking shall be recoated using a cold galvanizing compound containing a minimum of 95% metallic zinc in the dried film. Application of the cold galvanizing compound shall be in accordance with the manufacturer's published recommendations.

524.04 Erection and Removal The following paragraphs are added:

The existing superstructure shall be raised by jacking at each pier and abutment. A minimum of four hydraulic jacks shall be used each bearing line at each pier and abutment location. The jacking shall be synchronized so that all portions of the girders are raised by approximately equal amounts simultaneously. A maximum of 1/8 inch differential movement between adjacent girders, and a maximum of 1 inch differential movement between bearing

lines at the same substructure location (e.g. between Pier A, Span 1 and Pier A, Span 2), will be allowed during the jacking operations. A maximum of 2 inches of differential movement will be permitted between adjacent substructure locations (e.g. between Pier A, Span 2 and Pier B, Span 2) during jacking operations.

The temporary support system must securely maintain the displacements at each bearing area, without measureable or noticeable changes under all dead and construction loads, until the superstructure loads are transferred to the replacement bearings. It shall be the Contractor's responsibility to prevent any damage to the structure from the support system. Should any damage occur as a result of this work, the Contractor shall make repairs at no cost to the Department. Any such repair work is subject to the approval of the Resident.

The Contractor may support the jacking systems and temporary structural support systems off of the top of abutment seats, top of pier caps, footings, or Contractor-furnished blocking systems. The proposed anchorage system shall not be supported primarily from the face of abutment or face of pier. Bracing shall be provided to maintain the superstructure in a stable condition during the jacking operations and while temporarily supported.

Drawings showing the method the Contractor chooses to raise, temporarily support, and brace the superstructures shall be stamped by a Professional Engineer licensed in the State of Maine, and shall be submitted for approval prior to starting work.

All fabrication of structural steel shall be done in conformance with the latest AASHTO, American Welding Society, and MaineDOT Specifications.

524.05 Method of Measurement This section is removed and replaced with the following:

Temporary Structural Support will be measured as one lump sum for the satisfactory design, erection and removal of all required temporary jacking and support systems; jacking and lowering of the superstructures on the project; and the repair of damaged protective coatings.

524.06 Basis of Payment This section is removed and replaced with the following:

Temporary Structural Support will be paid for at the contract lump sum price which price shall be full compensation for all materials, equipment, labor and incidentals necessary for the design, erection, maintenance and dismantling of the jacking and temporary support systems; and the satisfactory jacking and lowering of the superstructures required on the project in accordance with the Plans and these Specifications.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
524.301 Temporary Structural Support – Western Avenue Bridge	Lump Sum

SPECIAL PROVISION
SECTION 524
TEMPORARY STRUCTURAL SUPPORTS
(Protective Shield)

524.01 Description The following paragraph is added:

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

At the Contractor's option, in lieu of protective shielding at Western Avenue, the Contractor may close one lane of the interstate and shift traffic away from the work area. In this case shielding shall be provided for areas located within six feet horizontally of an active travel lane.

The following Subsections are added:

524.031 Protective Shielding Design

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

The protective shield shall be designed for safely supporting all construction and dead loads, but not less than 100 pounds per square foot with a load duration of seven (7) days. Protective shield shall be stiff enough to limit deflection to 1/2 inch under maximum loads and to be tightly sealed at all joints. The protective shield shall be placed on the tops of the bottom flanges of the steel girders with edges and laps made tight to protect motorists from dust, debris and falling objects. The protective shield designed by a Professional Engineer licensed in the State of Maine.

524.041 Protective Shielding Erection and Removal

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

The protective shielding shall extend horizontally three feet beyond fascia lines horizontally and vertically to a point one foot minimum above the top of the rail or parapet. Shielding shall extend 10 feet beyond the edge of pavement or as approved by the Resident.

Shielding shall be approved and installed prior to the start of any demolition work and shall remain in position during all demolition work. Shielding shall also be approved and installed prior to the start of any deck forming and shall remain in position during all deck work. The shielding shall be relocated or removed only as approved by the Resident.

524.05 Method of Measurement The following paragraph is added:

Protective Shielding will be measured by the lump sum for shielding, designed, installed, removed, and disposed.

524.06 Basis of Payment The following paragraph is added:

Protective Shielding will be paid for at the Contract lump sum price. Payment shall be full compensation for all materials, equipment, labor, and incidentals including but not necessarily limited to: Working Drawings; design; transportation and stacking; installation; any removal, onsite storage, and reinstallation as required for phasing; and periodic removal of concrete rubble and other materials necessary to perform the work as in accordance with the Plans and these Specifications or as approved by the Resident.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
524.40	Protective Shield – Western Avenue Bridge	Lump Sum
524.40	Protective Shield – Route 201 Bridge	Lump Sum

SPECIAL PROVISION
SECTION 526
CONCRETE BARRIER
(Temporary Concrete Barrier, Anchored)

526.01 Description The following paragraph is added:

This work shall consist of furnishing, setting and removing Temporary Concrete Barrier, Anchored to the existing and new bridge decks during staged construction to the limits on the Plans. The barrier shall have attachments allowing individual sections to be connected into a continuous barrier and provisions shall be made in the casting of the barrier for anchoring the barrier to the bridge deck.

Temporary Bi-Directional Delineators shall be installed on the roadway face of all temporary concrete barrier in conformance with Special Provision 627, Temporary Bi-Directional Delineators.

The following concrete barrier designation is added:

Temporary Concrete Barrier, Anchored Removable concrete barrier of the shape shown on the plans that is capable of being anchored to the bridge deck.

526.02 Materials The following paragraphs are added:

e. Adhesive anchoring material for holding deck anchors shall be selected from the Qualified Products List of Concrete Adhesive Anchor Systems for Type I Reinforcing Steel (> #9) and Anchors (> 1") and shall be approved by MaineDOT's Transportation Research Division and the Bridge Program.

f. Material for filling inserts or sleeves in precast deck panels shall be a non-shrink grout selected from the Qualified Products List of Grout Materials and approved by the Resident.

The following subsection is added:

526.021 Acceptance

The Resident shall have the authority to accept or reject all Temporary Concrete Barrier, Anchored used on the Project.

526.03 Construction Requirements The following paragraphs are added:

All Single Face Temporary Concrete Barrier, Anchored shall meet NCHRP 350 Test Level III (TL-3) crash test requirements. Prior to fabrication and installation of the barrier the

Contractor shall submit the proposed barrier and anchorage design for approval. The proposed design shall be designed to in accordance with AASHTO LRFD Bridge Design Specifications, latest edition with all interims thereto (see Table A13.2-1 and related Provisions). The proposed barrier and anchorage design shall be prepared and stamped by a Professional Engineer licensed in the State of Maine.

Thru-bolting of the barrier as a form of attachment will only be allowed in locations where the proposed anchor will not conflict with proposed or existing structural steel to remain. Where thru-bolting of the existing deck is not permitted, anchorage shall be achieved through chemical adhesives or mechanical anchors. Where thru-bolting of the new deck is not permitted, anchorage shall be achieved through the use of mechanical anchors. In all cases, the barrier anchors shall be securely fastened and tightened prior to beginning any bridge demolition work.

Once the Temporary Concrete Barrier, Anchored has been removed, and prior to placing the second lift of pavement, all holes in the new bridge decks shall be repaired as follows: 1.) Using a three inch diameter core bit, remove the area of pavement surrounding the anchor rod hole. Care shall be exercised to avoid removing or damaging the underlying high performance membrane; 2.) Thoroughly clean the area to receive the repair and pack the void in the concrete deck with an approved repair mortar; 3.) Once cured, coat the mortar surface and surrounding membrane with hot rubber sealant; 4.) Fill the hole left by the three inch diameter pavement core with Hot Mix Asphalt, 12.5 mm Nominal Maximum Size, and thoroughly compact the repair using a hand tamp or other appropriate tools.

524.05 Method of Measurement The following paragraph is added:

Temporary Concrete Barrier, Anchored shall be measured for payment by the lump sum.

The setting, resetting, and temporary storage of concrete barrier between construction phases, if required, will not be measured separately for payment, but shall be incidental to the cost of the barrier. The anchoring of bridge barrier, removal of anchors, and the filling of voids will not be measured separately for payment, but shall be incidental to the cost of the barrier.

524.06 Basis of Payment The following paragraph is added:

Single Face Temporary Concrete Barrier – Anchored will be paid for at the Contract lump sum price, complete in place. Payment shall be full compensation for furnishing, setting, anchoring, assembling, and resetting the barrier, barrier removal, temporary bi-directional delineators, and all other incidentals, tools, material and labor necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
526.304 Temporary Concrete Barrier, Anchored	Lump Sum

SPECIAL PROVISION
SECTION 535
PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE
(Full-Depth Precast Concrete Deck Panels)

535.01 Description The following paragraphs are added:

This work shall consist of detailing, manufacturing, storing, transporting, erecting, installing and leveling full-depth precast concrete deck panels, including integral precast concrete barrier sections, herein referred to as “panels,” in accordance with the Contract Plans and these specifications.

This work shall also include placement of Ultra High Performance Concrete (UHPC) in panel joints, beam haunches, and shear stud blockouts in accordance with Special Provision 502.

This work also includes field casting slab end sections and permanent concrete barrier transition sections at each abutment as shown on the Plans and in accordance with Sections 502 and 526 of the Standard Specifications, respectively.

535.03 Working Drawings The following paragraphs are added:

The Contractor shall prepare and submit shop details for fabrication, handling and erection, and all other necessary working drawings, for approval. Fabrication and erection shall not begin until the Department’s written approval of the submitted shop drawings has been received. All design computations submitted for approval shall be reviewed, checked, and initialed accordingly.

Fabrication drawings shall include:

1. Locations and details of all lifting inserts, shear stud blockouts, hardware, or devices.
2. Type and amount of any additional reinforcing required for lifting.
3. Locations and details of vertical adjusting hardware.
4. Minimum compressive strength to be attained before handling the precast elements.

Erection drawings shall include:

1. Panel erection sequence
2. Crane charts
3. Crane and pick locations
4. Cables and lifting equipment
5. Sequence and methods used to level panels

6. Form materials, methods, equipment, and procedures for forming the panel joints, beam haunches, and link slabs.
7. Materials, methods, equipment, and procedures for installing UHPC in panel joints, beam haunches, shear stud blockouts, and link slabs.
8. Proposed crane storage location(s)

Vertical adjustment hardware shall be designed by a Professional Engineer licensed in the State of Maine to resist the loads shown on the Plans. Calculations showing the adequacy of proposed vertical adjustment hardware and any supplemental reinforcement shall be submitted in support of the Fabrication drawings.

Fabrication and erection drawings include details of lifting and handling of panels, their storage, transportation, and handling at the production facility and construction site. The proposed lifting and handling methods shall be such that the maximum tensile stress in the concrete due to handling and erection loads shall not exceed $0.15\sqrt{f'_{ci}}$ where f'_{ci} is the concrete compressive strength at the time of handling. Calculations showing actual concrete stresses based upon the proposed support locations and expected dynamic loading of the panels during handling, storage and transportation of the panels shall be prepared by a Professional Engineer licensed in the State of Maine.

535.13 Concrete The following sentence is added:

Class of concrete and minimum compressive strength shall be as shown on the Plans.

535.18 Prestressing is deleted and not replaced.

535.19 Detensioning is deleted and not replaced.

535.21 Precast Deck Panels is deleted in its entirety and replaced with the following:

Produce deck panels in accordance with Plans and Specifications. Cure deck panels in accordance with Sections 535.16 or 535.17.

Concrete barrier shall be integral to panels and shall be constructed in accordance with Section 526 of the Standard Specifications. Barrier concrete may be placed at the same time as the full-depth deck panel or as a subsequent placement. If placed subsequently, the interface shall be roughened to an amplitude of $\frac{1}{4}$ " and a shear key provided in accordance with the Plans.

Each panel shall be permanently marked with piece marks corresponding with the approved erection drawings. Piece marks shall provide sufficient information to verify each panel is located in accordance with the Plans and erection drawings.

A set retarder shall be applied to all bulkheads and to all shear stud blockouts. After form stripping, the set retarder shall be thoroughly cleaned off keyways and shear stud blockouts using a water blast to create an exposed aggregate finish.

535.22 Tolerances The following paragraphs are added:

Full-depth precast deck panels shall be manufactured in conformity with the following tolerances:

Depth of slab	-1/8 in, + 1/4 in
Plan Dimension	±1/4 in
Local Smoothness	1/4 in over 10 feet
Squareness	1/2 in max. difference in diagonal meas.
Location of Shear Stud Blockouts	±1/2 in horizontally & transversely
Location of Leveling Bolts	± 1 in horizontally & transversely
Transverse placement of panels	±1/4 in (deviation from line parallel to centerline)
Longitudinal placement of panels	± 1/2 in from plan location

535.25 Installation of Precast/Prestressed Deck Panels is deleted in its entirety and replaced with the following:

535.25 Installation of Full-Depth Precast Deck Panels Panels shall be installed as shown on the plans and approved erection drawings. Panel installation shall start at the center of the span and work towards the abutment or pier as appropriate. Care shall be taken to ensure all panels are located within tolerance of their Plan location.

Installation tolerances shall be per the approved erection drawings and as noted in the above table. It is the responsibility of the Contractor to develop appropriate controls during the fabrication and installation of the panels so that proper cross slopes and grades are achieved. Erection drawings shall show the details of the proposed controls. The Contractor shall take appropriate precautions to prevent deck panels from moving or shifting prior to curing of UHPC in beam haunches and shear stud blockouts.

Panels shall not be stacked on a panel that has been previously placed on the bridge.

The panels shall be set to the elevations detailed on the plans. Final panel elevations shall be attained by adjusting the torque on leveling screws to promote an equal distribution of panel dead load to all girders. The torque schedule shall be submitted with the shop drawings for the panels. The torque tolerance shall be +/- 15% using calibrated torque wrenches. Panels shall not be adjusted to final elevations until all panels for a span are in place.

Beam haunches, shear stud blockouts, panel joints, and link slabs shall be filled with Ultra High Performance Concrete (UHPC) in accordance with Special Provision 502. The

placement of UHPC may not begin until all panels within a span have been set and adjusted to final elevation.

After the shear studs have been installed, UHPC shall be placed through the shear stud blockouts in the deck panels to completely fill the area under the panels and over the flanges. Temporary formwork or haunch forming assembly shall be used to maintain the concrete within the haunch. All leveling screws and other supplemental supports shall be removed after the UHPC has attained a minimum strength of 6 ksi. Holes left by the removal of the leveling screws shall be filled with an approved non-shrink grout.

Prevent UHPC leakage at all joints and beam haunches through the using of compressible fillers, caulking, or other method acceptable to the resident that will not interfere with the UHPC performance or placement.

No construction vehicles or heavy equipment shall be placed on the panels nor shall any materials be stockpiled on top of the panels, until the beam haunches, UHPC joints, and shear stud blockouts have attained a minimum strength of 14.5 ksi.

The deck surface shall be cleaned, milled to the required finish profile, and prepared as required for the application of the waterproofing membrane and the HMA pavement.

535.26 Method of Measurement The following sentence is added:

Full-Depth Precast Concrete Deck Panels shall be measured for payment by the lump sum for the deck complete and in place in accordance with the Plans and these Specifications.

Cast-in-place deck and barrier sections, UHPC, deck milling and the fabrication, delivery and placement of all reinforcing steel shall not be measured separately for payment but shall be incidental to the Full-Depth Precast Concrete Deck Panels pay item.

535.27 Basis of Payment The following paragraph is added:

The work will be paid for at the Contract Lump Sum price. Payment shall be full compensation for all Working Drawings; forming, casting, and curing panels and barriers; temporary formwork; reinforcement; embedded inserts; vertical adjustment assemblies, UHPC placement in joints, beam haunches, and shear stud blockouts; cast-in place deck and barrier sections at abutments; deck surface milling; and all other materials, tools, equipment, labor, and incidentals necessary to complete the work in accordance with the Plans and these Specifications.

Payment will be under the following pay items:

<u>Pay Item</u>	<u>Unit</u>
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535.302

Full-Depth Precast Concrete Deck Panels

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SPECIAL PROVISION
SECTION 605
UNDERDRAINS
(2" Underdrain Pipe – Utility Trench)

This section is amended by the addition of the following:

605.01 Description This work shall consist of the construction of trench drain laterals, using non-corrugated, smooth bore, perforated pipe, crushed stone, geotextile, and common borrow, loam and seed as shown on the Drawings and in reasonably close conformity with the lines shown on the Drawings or otherwise established.

605.02 Materials The materials for the pipe shall conform to Subsections 605.02 and 605.021 of the Standard Specifications.

The geotextiles shall conform to the requirements of Subsection 722.02 Drainage Geotextile, of the Standard Specifications. Class A is specified.

Crushed stone shall conform to the requirements for crushed material, Underdrain, Type C, Subsection 703.22 of the Standard Specifications.

Backfill material above the crushed stone shall be common borrow, loam and seed.

605.04 Construction Requirements Subsections 605.03, 605.05, and 605.06 of the Standard Specifications shall be applicable.

c. Drain lateral, Type B The trench shall be excavated to the required width as shown on the Drawings and graded to provide a suitable surface on which to place the geotextile, crushed stone, and pipe. Drain shall be installed with a minimum 1/4" per foot slope to daylight. The 2 inch perforated pipe shall be placed on a bed of 6 inches of crushed stone in the geotextile lined trench. After the pipe has been firmly bedded and joints securely connected, it will be inspected before any backfill is placed. The pipe shall be backfilled with crushed stone to the top of the pipe and the geotextile folded over the top with a minimum overlap of 12 inches. The remaining backfill shall be common borrow, loam and seed to match the existing grade. This material shall be placed and compacted in 6 inch lifts. Care shall be taken that soil does not enter the pipe. Pipe contaminated before backfilling shall be removed, cleaned and relaid or replaced at no additional cost. A rodent guard shall be installed on the daylight end of the pipe.

When the drain is being constructed, backfill material beyond the underdrain trench lateral limits designated on the Drawings shall be material conforming to the requirements of Granular Borrow, Underwater Backfill. The Contractor shall take precautions to prevent the underdrain backfill material from becoming contaminated with clays, silts, organic matter, or other foreign matter. Methods of placing backfill material shall be limited to the use of

equipment which will place material directly into the trench. Pushing material into the trench will not be allowed.

605.06 Method of Measurement Measurement for this item shall be lump sum upon completion and acceptance of the trench relief drain.

605.07 Basis of Payment Payment for this item shall be full compensation for all work outlined in this Special Provision.

<u>Pay Item</u>		<u>Pay Unit</u>
605.011	2" Underdrain Pipe - Utility Trench	Lump Sum

SPECIAL PROVISION
SECTION 606
GUARDRAIL
(Terminal End – Trailing End)

This Section is amended by the addition of the following:

606.01 Description This work shall consist of furnishing and installing terminal end – trailing end, end treatments in accordance with these Specifications, the AASHTO-AGC-ARBTA Joint Committee Task Force 13 Report: A Guide to Standardized Highway Barrier Hardware, dated May 1995; and in reasonably close conformity with the lines and grades as shown on the Plans or as approved by the Resident.

606.02 Materials The following sentences are added:

The guardrail elements shall be per the Components' List found on Sheet No. 2 of 2 of Drawing SEW02a – Trailing End Terminal – Foundation Tube Option in the Task Force 13 Report noted above.

The offset bracket on the final post shall be wood to facilitate the attachment of the flexible delineator.

The following Subsection is added:

606.042 Terminal End - Trailing End Installation of the terminal end – trailing end shall be in strict accordance with the AASHTO-AGC-ARBTA Joint Committee Task Force 13 Report and the Details on Sheet No. 1 of 2 of Drawing SEW02a – Trailing End Terminal – Foundation Tube Option.

606.08 Method of Measurement Guardrail terminal end – trailing end will not be measured separately for payment, but shall be included in Item 510.302 Special Detour – Temporary Interstate Ramp.

SPECIAL PROVISION

SECTION 606

GUARDRAIL

(Guardrail, Modify & Reset Thrie Beam, Double Rail)

This Section of the Standard Specifications is amended by the addition of the following:

606.01 Description This work shall also consist of removing, modifying and resetting the existing double face thrie beam guardrail located in the median as shown on the plans or directed by the Resident. The modifications shall include replacing the existing steel offset blocks with new wood or composite offset blocks.

606.08 Method of Measurement Guardrail, Modify and Reset Thrie Beam, Double Rail, will not be measured for payment separately but shall be incidental to the related contract items.

SPECIAL PROVISION
SECTION 606
GUARDRAIL
 (Guardrail Transition – Type III)

This Section is amended by the addition of the following:

606.01 Description This work shall consist of furnishing and installing Type III guardrail transition attachments to join thrie beam guardrail to bridge mounted thrie beam guardrail. Installation of guardrail components shall be in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans or as established.

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

Metal Beam Rail	710.04
Guardrail Posts	710.07
Guardrail Hardware	710.08

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

606.08 Method of Measurement Guardrail transitions will be measured by each unit of the type specified, installed and accepted.

606.09 Basis of Payment Guardrail Transition - Type III will be paid for at the contract unit price each complete in place and shall be full compensation for furnishing all labor, equipment and materials necessary to complete the work consisting of, but not necessarily limited to, the following: furnishing and installing guardrail, furnishing and installing all required posts, rails, offset brackets, back-up plates, nuts, bolts, washers, and all other items necessary to make for a complete installation as shown on the plans or as approved by the Resident.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
606.1724 Guardrail Transition – Type III	Each

SPECIAL PROVISION
SECTION 627
PAVEMENT MARKINGS
(Temporary Bi-Directional Delineators)

This section is amended as follows:

627.02 Materials The last paragraph is replaced with the following:

Temporary Bi-directional White and Yellow Delineators shall be Temporary Object Markers (T.O.M.) as manufactured by the Davidson Plastic Company, I 8726 East Valley Highway, Kent, WA 9803I or an approved equal.

Temporary Bi-directional delineators shall be installed on the roadway face of all temporary concrete barriers. A minimum of one reflector shall be installed on each roadway face of each barrier segment.

627.09 Method of Measurement The last paragraph is deleted and replaced with the following:

Temporary Bi-directional White and Yellow Delineators will not be measured for payment separately but shall be considered incidental to their respective Contract items.

SPECIAL PROVISION
SECTION 643
TRAFFIC SIGNALS
(Temporary Traffic Control Signal System)

643.01 Description The following paragraphs are added:

The work shall consist of furnishing and installing a temporary traffic control signal system for traffic control of a one lane bridge at Western Avenue Bridge in Fairfield as specified herein and as shown on the Plans. The work shall include furnishing and installing temporary traffic control signals, control equipment, signal heads, electric LED lamps, video vehicle detection, wooden strain poles and span wire assemblies.

The work shall also consist of furnishing and installing wire and cable, temporary conduit or ducts, equipment grounding systems, new ground electrodes or connections to existing ground electrodes and all materials and equipment necessary to deliver power to the traffic signals and related electrical systems.

The Contractor shall provide the Resident with the name and phone number of qualified personnel to make adjustments to the temporary signals and signal timing as required.

Following construction, the traffic signal and all related traffic control equipment shall be removed by the Contractor.

643.02 General The following sentences are added:

Unless otherwise specified or indicated on the Plans, all materials shall be supplied by the Contractor and approved for its intended use by the Resident.

All electrical equipment shall be manufactured and tested in accordance with the applicable standards of the ANSI, EIA, FSS, IMSA, ITE, NEMA and UL.

The Contractor shall furnish the Resident written certification from the utility company stating all work associated with the temporary traffic signal system complies with the National Electric Code.

The following Subsections are added:

643.0211 Strain Pole and Span Wire Assemblies At each location where temporary traffic signals are required, the Contractor shall install a span wire attached to two temporary wooden poles.

The wooden poles shall be of sufficient size so they are securely located in the ground and will be capable of having a span wire attached high enough to allow the signal heads to be mounted on the span wire with a minimum 16 foot clearance over the roadway.

The span wire cable shall be not less than 3/8 inch diameter Number 7 wire, steel strand cable, conforming to ASTM A475, Class A, extra high strength zinc coated steel wire strand.

643.0212 Signal Heads All signal heads shall be 3-way, 12 inch sections with backplates, rigidly and securely fastened together, capable of being positively positioned to face the direction of traffic.

643.0213 Controller Controller shall be a minimum NEMA TS1 8-phase controller capable of providing timings as per the Plans or as approved by the Resident. The Contractor will be provided timings. Such timings shall allow for adequate time for safe clearance between each phase. Any proposed timing changes shall be submitted to the Resident for approval prior to modifying signal timing of the temporary traffic control system. If significant queuing develops, the Contractor shall be responsible for retiming the controller to reduce the queuing. The Contractor is also required to adjust the timings at the request of the Resident.

643.03 General The following paragraphs are added:

The responsibility for the exact and satisfactory installation of traffic signals shall rest with the Contractor. Work performed, if not acceptable to the Resident, shall be executed to the satisfaction of the Resident at the Contractor's own expense.

All electrical connections, splicing, grounding, resistance tests, service connections, and circuit identification shall meet all applicable requirements of the National Electrical Code Latest Edition, and all Municipals, State and Federal Authorities having jurisdiction.

The location of poles, signal heads, controllers and appurtenances as shown on the Plans are approximate; the exact locations will be established by the Resident in the field.

Any installation of wiring by the Contractor will be performed by licensed electricians.

The following Subsections are added:

643.041 Signal Housing The bottom of the housing assembly of a signal head suspended over a roadway shall not be less than 16 feet nor more than 19 feet above the pavement grade at the center of the roadway.

A minimum of two signal heads is required for each approach roadway. Signal heads shall be located between 40 feet and 120 feet from the stop line.

Each signal face shall consist of one or more sections, rigidly and securely fastened together, capable of being positively positioned to face the direction of traffic.

Each section shall be a self-contained assembly consisting of a housing with door, visor and optical unit, lens and reflector, with traffic signal lamp.

643.042 Timing The following paragraphs are added:

Initial signal timing is provided in the plan set. This timing may need to be adjusted based on actual conditions. The Contractor will be responsible for monitoring both the PM peak hour and the non-peak hour conditions and providing adjusted signal timing if needed.

Proposed adjusted signal timings shall be submitted to the Resident for approval prior to the modification of the existing timing. If significant queuing develops, the Contractor shall be responsible for retiming the controller to reduce the queuing. The Contractor is also required to adjust the timings at the request of the Resident.

643.043 Resurfacing All surfaces and roadway appurtenances removed or disturbed in the performance of the work shall be restored or replaced in kind, to the satisfaction of the Resident. The work shall include, but not necessarily be limited to, replacing the same type of materials and construction as formerly existed, roadway paving, base, subbase, grassed areas, guardrail, curbing and edging that are disturbed by the Contractor's operations.

643.044 Removal of Temporary Signal Equipment The Contractor shall conduct the removal of the temporary traffic signal equipment so that interference vehicular traffic is minimized and safeguard all roads and traffic thereon.

643.19 Basis of Payment The third paragraph is deleted and replaced with the following:

Furnishing, installing and removing a complete Temporary Traffic Control Signal System will be paid for at the Contract lump sum price which price shall be full compensation for all labor, equipment and materials required to successfully complete the work. This work shall consist of, but not necessarily be limited to, furnishing, installing and removing wooden strain poles, overhead span wires, signal heads, traffic signal controller, controller cabinet, all wiring, conduit, all painting, all excavation, with the exception of rock, backfill and resurfacing; removal and stacking of PVC conduit; and all incidental work necessary and required for a complete and working installation. The Contractor shall also be responsible for all charges for the electricity used to operate the system.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
643.72 Temporary Traffic Signal: Western Avenue	Lump Sum

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 PROVISION
SECTION 644
GLARE SCREEN
(Removed and Reset)

Description This work consists of removing the existing glare screen from the double thrie beam guardrail separating northbound and southbound in the vicinity of the Route 201 Bridge. The glare screen shall be reinstalled on the proposed thrie beam guardrail installed on the Route 201 Bridge and approaches after construction of Phases 1 and 2.

CONSTRUCTION REQUIREMENTS

Glare Screen System The existing glare screen system consists of a vertical blade attached to a continuous steel channel which is bolted to the top of each guard rail post. Replacement parts, if required, shall be provided by the Department. The Contractor shall develop a list of required parts and contact Don McKenna in MaineDOT's Bridge Maintenance Group at 596-2230 to acquire the necessary components. The Contractor shall provide the list of required parts a minimum of 14 calendar days in advance of when the parts will be needed.

Method of Measurement Glare Screen – Remove and Reset, will not be measured separately for payment, but shall be included in Item 510.301 Expressway Median Crossovers. Work includes all labor, material, equipment and incidentals necessary to complete the work and transporting any required parts from MaineDOT's Fairfield maintenance lot, located at 10 Mountain Road, Fairfield, Maine, and transporting those parts to the project site.

SPECIAL PROVISION
SECTION 645
HIGHWAY SIGNING
(Radar Activated Flashing LED Right Sign)

645.01 Description The following paragraph is added:

This work consists of furnishing and installing new solar powered 18" x 24" Radar Activated Flashing LED Right Chevron Warning Signs at the locations shown on the plans or established by the Resident.

645.021 Materials The following paragraphs are added:

The Radar Activated Flashing LED Right Chevron Warning Signs shall be Tapco BlinkerSigns™ or approved equal and include the following components:

- 2180-00226 (right) 18" x 24" Chevrons Blinker Signs
- 2180-00429 Blinker Beam (set for synchronization)
- 108767 Speed Radar to activate signs

The system shall have the following specifications:

- | | |
|---|---|
| • Sign Substrate | .080 Highway Grade Aluminum |
| • Reflective Sheeting | 3M™ DG3™- with anti-graffiti overlay |
| • MUTCD Compliance | MUTCD Section 2A.08 Compliant |
| • Battery Lifespan | Up to 5 years |
| • Autonomy- Functionality without Charge | Up to 30 days in 24/7 operation flash pattern |
| • LED Type | High Power Luxeon- 1 watt |
| • LED Life Expectancy Warranty | Over 100,000 hours |
| • Term | 1 Full Year Warranty |
| • Smart Activation | Options 24/7 continuous |
| • Time clock activation | |
| • Wireless control activation (Windows based software programmable) | |
| • Vehicle detection activation | |

645.065 Installation of LED Sign The sign shall be complete, with all the hardware and tools, and ready to be installed on a U-channel or square yielding sign post. The system shall be mounted using the TAPCO Heavy Duty V-loc Base System or approved equal.

645.08 Method of Measurement The following paragraph is added:

Radar Activated Flashing LED Right Chevron Warning Signs will be measured by each unit, complete in place and accepted.

645.09 Basis of Payment The following paragraph is added:

The accepted quantity of Radar Activated Flashing LED Right Chevron Warning Signs will be paid for at the contract unit price which shall include furnishing sign posts, anchor base system and installation.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
645.511	18" x 24" Radar Activated Flashing LED Right Chevron Warning Signs	Each

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
Construction Sign Sheeting Material

Super high intensity fluorescent retroreflective sheeting, ASTM D4956 – Type VII, Type VIII, or Type IX (prismatic), is required for all construction signs.

SPECIAL PROVISION
SECTION 645
HIGHWAY SIGNING
(Dynamic Message Sign, Maintenance & Operation)

652.2.4 Other Devices The work also includes operation and maintenance of a Dynamic Message Sign furnished by MaineDOT. The MaineDOT furnished Dynamic Message Sign is a Vermac Model PCMS-1210 Portable Changeable Message Sign and is permanently located along I-95 Southbound at approximate Mile Marker 135.8 in Benton.

The furnished Dynamic Message Sign has an existing cellular data account and is integrated into the MaineDOT software platform (Vanguard) so the signs can be operated from the MaineDOT Communication Center.

All Dynamic Message Signs furnished by the Department shall remain available to MaineDOT for any/all emergency situation as defined by the Department. 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 operate and maintain the Dynamic Message Sign as directed by the Resident. The Contractor will be responsible for the day to day programming and operation of the signs.

652.7 Method of Measurement The following sentence is added:

Dynamic Message Sign, Maintenance & Operation will be measured for payment as one lump sum.

652.8 Basis of Payment The following paragraphs are added:

The accepted quantity of Dynamic Message Sign, Maintenance & Operation will be paid for at the Contract lump sum price. This price shall be full compensation for operation and maintenance of the sign.

Payment for Dynamic Message Sign, Maintenance & Operation shall be made in four equal payments. Each payment shall be 25 percent of the lump sum price for Dynamic Message Sign, Maintenance & Operation. Payments will be made at the following project milestones: completion of Phase 1 construction at Route 201; completion of final paving at Route 201; completion of Phase 1 construction at Western Ave.; completion of final paving at Western Ave.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
645.156 Dynamic Message Sign, Maintenance & Operation	Lump Sum

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

This section is amended by the addition of the following:

652.1 Description: All traffic control shall be in accordance with the traffic control and traffic phasing plans in the Contract Documents. The Contractor shall submit Traffic Control Plans (TCP) for any lane closures required to install and remove the bridge work zone traffic control, construct the temporary off-ramp, and to construct the expressway median crossovers. Submittals shall meet the requirements of Subsection 652.3.3 Submittal of Traffic Control Plan.

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

652.2.2 Signs Detour signing and expressway median crossover signing requirements are noted on the plans. Sign details for non-standard signs are included at the end of this Special Provision. Additional signing, required for interstate work and nighttime lane closures, is as follows:

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

Road Work 3 Miles
Road Work 2 Miles
Road Work 1 Mile

Road Work 500 Feet
Road Work: Next x Miles

652.2.6 Interstate Work Areas For temporary night time lane closures signs, flashing arrow boards and channeling devices shall be provided. Traffic control plans shall be submitted for prior approval. Additional signs and devices may be directed by 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
- 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*
- Exit (green with white legend and border)
- Merging Traffic Symbol (At on-ramp in right lane closure)
- Stop Ahead (At on-ramp in right lane closure)

- Single Lane Ahead (At on-ramp in left lane closure)
- Stop (At on-ramp in right lane closure)
- Directional Arrows (At on-ramp in right lane closure)
- Bump
- Trucks Entering
- Left Turning Trucks with 500 Feet Advisory Plate
- Flagger Sign
- Grooved Pavement
 - * 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 sign legends may be required.

Advance signing for ramp exits in locations of long term lane closures are included in the TCP. Signing shall direct traffic into the proper lane well in advance of the work zone.

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 The Department has prepared Traffic Control Plans for bridge work zones and detours for the Contractor to implement to complete the Project. Submittal of traffic control plans for bridge work zones is not required unless the Contractor proposes to change project phasing or detours. Submittal of traffic control plans for all other components of the project is required. The Contractor shall submit materials required under paragraphs a., e., f., and i of the Standard Specifications.

The Contractor shall submit Traffic Control Plans for temporary lane closures to install and remove the bridge work zone traffic control, expressway median crossover, and temporary northbound off-ramp at the I-95 over Route 201 Bridge.

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.

652.3.4 General

The fourth and fifth paragraphs of this subsection are deleted and replaced with the following:

The Contractor, his Subcontractors and employees shall conduct all work in a safe and professional manner as it relates to the traveling public (i.e. not adversely disrupting the flow of

traffic in an unsafe manner when exiting or entering a lane closure or crossover, no negative verbal or physical gestures).

Channelization Devices 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')
- Cones (During actual work the Contractor may use cones in the work areas in lieu of Drums, if approved by the Resident)
- 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 foot 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.

This subsection is amended by the addition of the following:

Interstate crossovers shall not be used to change direction, store materials, park vehicles or equipment, or for any other purpose, at any time, unless explicitly allowed in the Contract Documents. Existing crossovers shall be closed within the project limits, utilizing drums at all times during phased bridge construction, and at times when lane closures are in place. Crossovers shall not be blocked in a manner that prevents normal use by MaineDOT maintenance or State Police forces.

652.3.6 Traffic Control The bridge work zone minimum travel lane widths are shown on the Plans. On interstate roadways the Contractor shall provide a minimum travel lane width of 12 feet (face of drum to face of drum; face of drum to toe of concrete barrier) during a temporary lane closure.

See General Notes on the Bridge Plans for requirements for temporary pavement marking lines. Temporary approved raised pavement markers will not be permitted for the bridge work, but may be approved for the highway milling and pavement work that occurs after the bridge work is complete, subject to Resident approval.

Temporary pavement markings shall be placed from the existing lane edge line through the length of the taper in overnight lane closures (highway milling and pavement work only).

Placing all temporary pavement marking lines or markers at Western Avenue will be paid under Item 627.76, Temporary Pavement Marking Line, White or Yellow: Western Avenue Bridge.

Placing all temporary pavement marking lines or markers at the Route 201 project site will be included for payment under Pay Items 510.301, Expressway Crossovers, and 510.302, Special Detour – Temporary Interstate Ramp. All temporary pavement marking lines on the mainline shall be 6” wide.

Temporary Centerline or Edge Line A temporary painted centerline and edge line shall be marked each day on all new interstate pavement to be used by traffic. The temporary line shall conform to the standard marking patterns used for permanent markings and will be paid for under Section 510. Failure to apply a temporary line will result in suspension of paving until temporary markings are applied to all previously placed pavement.

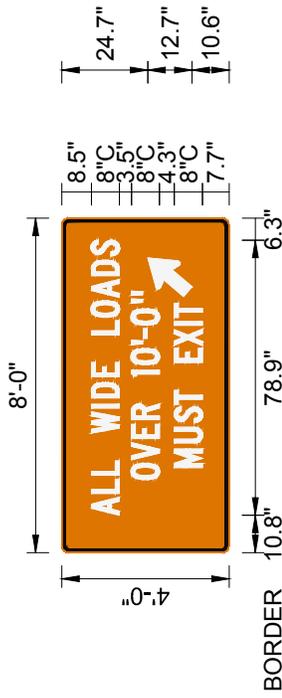
Roadside Recovery Area The Contractor shall not temporarily store material nor park equipment within 15 feet of the edge of the established travel lanes without a lane or shoulder closure.

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.

SIGN DETAIL

1:50



BORDER
R=1.5"
TH=0.63"
IN=0.47"

Panel Style: construction_guide.ssi
M.U.T.C.D.: 2009 Edition

Panel Style: construction_guide.ssi
Dimensions are in inches.tenths

Letter locations are panel edge to lower left corner

SIGN NUMBER	WL-1
WIDTH x HIGHT.	8'-0" x 4'-0"
BORDER WIDTH	0.63"
CORNER RADIUS	0"
MOUNTING	Ground
BACKGROUND	TYPE: Reflective COLOR: Orange
LEGEND/BORDER	TYPE: Reflective COLOR: White/Black

SYMBOL	ROT	X	Y	WID	HT
AR_Type D	320	73.5	10.6	10	15

		LETTER POSITIONS (X)											LENGTH	SERIES/SIZE		
A	L	L	W	I	D	E	L	O	A	D	S					
10.8	17	22.2	26.3	34.3	41.5	44.4	50.5	54.5	62.5	67.6	73.3	79.5	85.2			C 2000
														78.9	8	
21	26.6	32.7	38.2	42.6	50.6	53.9	59.7	61.5	65.3	71.6						C 2000
														54.1	8	
24.4	31.5	37.3	42.5	46.6	54.6	59.4	65.2	67.5								C 2000
														47.1	8	

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
(Portable Light Towers)

This section is amended by the addition of the following:

652.1 Description The following sentence is added to the second paragraph:

Traffic control devices shall also include portable light towers.

652.3.4 General Portable light towers will be required to illuminate the Special Detour, Temporary Interstate Ramp, between sunset and sunrise each day the ramp is operational. All light towers shall operate continuously during these periods.

Portable light towers shall be self-powered with a minimum of four 1,000 watt luminaires and a height of at least 30 feet.

All portable light towers shall meet the requirements of Section 652.6.2, Night Work.

652.15 Method of Measurement This Subsection is amended by the addition of the following paragraph:

All Portable Light Towers used for illumination of the Special Detour, Temporary Interstate Ramp, shall be measured by each unit satisfactorily supplied and operated. Light towers will only be measured for payment once, regardless of the number of times used.

Light towers utilized for the Contractor's operations and light towers utilized for night construction will not be measured for payment.

652.16 Basis of Payment

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
652.371 Portable Light Tower	Each

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
(Temporary Flexible Delineator)

Description: This work shall consist of furnishing and installing flexible reflectorized delineators in accordance with the Manufacturer's recommendations in reasonably close conformity with the plans and specifications.

Materials: Flexible reflectorized delineators shall be tubular markers and shall be 42 inches high orange tubes with four alternating 6 inch wide retro-reflective orange and white bands (2 white and 2 orange) starting with an orange band at the top. Adhesive pads used to secure tubular markers on pavement that is not going to be overlaid shall not require heating of the pavement.

Construction Requirements: Flexible delineators shall be installed in accordance with manufacturer's specifications and Special Provision 652.

Method of Measurement: Flexible reflectorized delineators will be measured by each unit, complete in place and accepted.

Basis of Payment: The accepted quantity of Flexible Reflectorized Delineators will be paid for at the contract unit price per each. Payment will be full compensation for all materials, labor, equipment, and incidentals necessary to furnish, install and maintain the flexible delineator and all associated hardware, complete in place. Payment will also include full compensation for the removal of the delineators, bases and base adhesives to the Resident's satisfaction when the construction activity is complete.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
652.341 Temporary Flexible Delineator	Each

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
(Traffic Officers)

This section is amended by the addition of the following:

652.1 Description This work shall consist of furnishing uniformed police officer(s) with police cruiser in the following situations:

1. When bridge, roadway or interstate closures are required.
2. When work being done at or around a signalized intersection necessitates that the signal be put on flash or shut off and traffic directed by traffic officers.
3. As directed by the Resident.

652.41 Traffic Officers State Police shall be required for use on the Interstate. Local Police shall be used off the Interstate system.

The Contractor shall make requests for uniformed police officers a minimum of 48 hours in advance.

SPECIAL PROVISION
SECTION 801
SEWER LINE SUPPORT ADJUSTMENT

Description This work shall consist of adjusting to the existing sewer line pipe supports as shown on the Drawings. This work shall include temporarily supporting the sewer line while the adjustments are made, removal of the temporary supports upon completion of the adjustments, and welding the adjusted supports back onto the angle brackets that extend from the bottom flange of the bridge beam.

Schedule Requirements All sewer line pipe support adjustments shall be completed and accepted prior to raising the bridge beams.

Construction Requirements All sewer line pipe adjustments shall be performed by a certified professional welder. Welders shall have in their possession a valid certification for the process and position to be used in production from the American Welding Society or other organization acceptable to the Resident.

Temporary Supports Prior to commencing work on the pipe support adjustments, the sewer pipe shall be temporarily supported adjacent to each pipe support that will be adjusted. Each temporary support shall be 2 feet in length and shall conform to the bottom half of the outer jacket of the sewer pipe. Once the support adjustments have been completed, the temporary supports (and the sewer pipe) will be lowered; the adjusted support will be welded back onto the existing angle brackets that are attached to the bottom flange of the bridge beam.

Method of Measurement The sewer line pipe support adjustments will be measured as a lump sum item upon completion of all the requirements in this special provision and as shown on the Drawings.

Basis of Payment Payment for this item shall be full compensation for all work outlined in this Special Provision.

<u>Pay Item</u>	<u>Pay Unit</u>
801.60 Sewer Line Support Adjustment	Lump Sum

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

Concrete CLASS	Minimum Compressive Strength (PSI)	Permeability as indicated by Surface Resistivity (KOhm-cm)	Entrained Air (%)		Notes
			LSL	USL	
S	3,000	LSL	LSL	USL	4,5
		N/A	N/A	N/A	
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 \geq 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 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 1/2 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.*).

