STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0016

JOHN ELIAS BALDACCI
GOVERNOR

DAVID A. COLE
COMMISSIONER

Maine Department of Transportation
Local Project Administration Certification Program

Thank you for participating in the Local Project Administration (LPA) Certification Program.

The purpose of this course is to educate municipalities interested in the local administration of federally funded Maine Department of Transportation projects. This course will explain and detail all state and federal requirements needed for the administration and/or development of an MDOT project.

There are two tiers of certification:

Tier I

Tier I certification is the one day training provided by the department intended explain and detail the project development process including all submissions and approvals required during the development of the project.

Tier II

Tier II certification is a project specific interview with the municipality to review the project development process, identify resources, and agree on roles for both the municipality and MDOT to make the project a success.

It is important that you know that great effort has been made to make local administration as simple as possible yet meet all of the needed requirements. MDOT needs you to assist us in the delivery of the overall MDOT program and will be constantly working to simplify the process. Your comments and suggestions will always be welcomed.

Steve Harris
Local Project Coordinator
(207)624-3329
steve.harris@state.me.us

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THE MAINE DEPARTMENT OF TRANSPORTATION IS AN AFFIRMATIVE ACTION - EQUAL OPPORTUNITY EMPLOYER

MDOT-Organizational Telephone Directory

07/23/04

Bureau/Office/Division	FAX #	Telephone #
TRANSPORTATION, DEPARTMENT OF (16) TTY 287-3392	624-3001	**624-3000**
Cole, David A., Commissioner	624-3001	**624-3000**
Van Note, Bruce, Deputy Commissioner	624-3001	**624-3000**
CHIEF ENGINEER, OFFICE OF	624-3001	**624-3011**
Dority, John, E., Chief Engineer		
Agreement Coordination Office	624-3099	**624-3468**
Lizotte, Gale, Coordinator		
Safety Office		
Foley, Brad, Director		
AUDIT, OFFICE OF	624-3021	**624-3040**
Smith, James E., Director		
ENVIRONMENTAL OFFICE	624-3101	**624-3100**
Fuller, Kathy, Director		
FINANCE & ADMINISTRATION, BUREAU	624-3201	**624-3200**
Shea, H. Gregory, Director		
Caswell, Terry D., Assistant Director		
Accounting Division	624-3201	**624-3200**
Chase Tammy, Acting Director		
Administrative Services Division	624-3201	**624-3215**
Damborg, Kirk, Acting Director		
Mail, Reproduction, Stockroom	624-3221	**624-3220**
Mapping and Media Services	624-3221	**624-3225**
Library	624-3221	**624-3230**
Budget Office	624-3201	**624-3200**
Caswell, Terry D., Director		
Financial & Program Management	624-3201	**624-3200**
McNeal, Greg, Director		
Information Systems Division	624-3201	**624-3210**
Halperin, Raymond E., Director		
Special Projects	624-3201	**624-3200**
Corkum, Jane, Director		
FREIGHT TRANSPORTATION, OFFICE OF	624-3251	**624-3560**
Elder, Robert D., Director		
HUMAN RESOURCES, OFFICE OF	624-3051	**624-3050**
Kellogg, Alicia, Director		
LEGAL SERVICES, OFFICE OF	624-3021	**624-3020**
Smith, James E., Chief Counsel		
MAINTENANCE & OPERATIONS, BUREAU OF	623-2526	**624-3600**
Gobeil, Roger,, Director		
Burns, Michael, Assistant Director		
Bridge Maintenance Division	624-3621	**624-3580**
Haggan, Allan., Engineer		
Highway Maintenance Division	623-2526	**624-3590**
Burne, Brian, Engineer		
Region 1, Southern	883-3806	**885-7000**
Guimont, Marc, Region Manager		
Region 2, Mid-Coast	596-2227	**596-2230**
Waterman, Rhonda, Region Manager		
Region 3, Western	562-4269	**562-4228**
Haggan, Norm, Region Manager		
Region 4, Eastern	990-2667	**941-4500**
Waldo, Jerry A., Region Manager		
Region 5, Northern	764-2030	**764-2060**
Costigan, Galen, Region Manager		

Bureau/Office/Division	FAX #	Telephone #
Motor Transport Service	287-2587	**287-2677**
Vacant, Director		
MTS Region 1, Scarborough	883-8557	**885-7079**
MTS Region 2, Rockland	596-2270	**596-2234**
MTS Region 3, Dixfield	562-8741	**562-4254**
MTS Region 3, Skowhegan	474-6312	**474-6761**
MTS Region 4, Bangor	941-4439	**941-4518**
MTS Region 4, Ellsworth	667-3494	**667-8912**
MTS Region 5, Caribou	498-2410	**492-3021**
Radio Operations		
Curtis, Clifton, Asst. Highway Maint. Engineer	623-2526	**624-3590**
Plante, William, Supervisor	287-6218	**287-3426**
Radio Room/Weather Line	623-2526	**624-3595**
Traffic Engineering Division	624-3621	**624-3620**
Ibarguen, Bruce A., Engineer of Traffic		
Sign Shop	287-6617	**287-2846**
PASSENGER TRANSPORTATION, OFFICE OF	624-3251	**624-3250**
Roy, Ronald L., Director		
Maine State Ferry Service	596-2281	**596-2202**
MacLeod, Jim, Manager		
PLANNING, BUREAU OF	624-3301	**624-3300**
Croce, Carl, Director		
Doughty, Dale, Assistant Director		
Plan & Program Development Division	624-3301	**624-3300**
Vacant,, Director		
Transportation Research Division	624-3301	**624-3287**
Peabody, Dale, Director		
Community Services Division	624-3301	**624-3270**
Coughlan, Peter, Director		
Systems Management Division	624-3301	**624-3300**
Dubois, Rick, Director		
POLICY & COMMUNICATIONS, OFFICE OF	624-3001	**624-3004**
Nadeau, Greg, Director		
PROJECT DEVELOPMENT, BUREAU OF	624-3401	**624-3400**
Sweeney, Kenneth, Director		
Berhnardt, David, Assistant Director		
Capital Resources	624-3401	**624-3410**
Nicholas, Dave		
Materials Testing & Exploration	624-3401	**624-3400**
Yeaton, Bruce		
Program Support Services	624-3401	**624-3460**
Vacant		
Multimodal Program	624-3401	**624-3420**
Spinney, Russell, Program Manager		
Regional Program	624-3401	**624-3470**
Adams, Jeff, Program Manager		
Urban & Arterial Highway Program	624-3481	**624-3480**
Casey, Jerry, Program Manager		
Urban & Federal Bridge Program	624-3491	**624-3490**
Tukey, James, Program Manager		

MDOT PROJECT MANAGER CONTACT LIST

PROGRAM	MAIN TELEPHONE LINE	PROJECT MANAGER	TEL. #	ASSISTANT PROGRAM MANAGERS	TEL. #
Urban & Arterial	624-3480	Todd Pelletier	624-3362	Ernie Martin	624-3381
		Heath Cowan	624-3368	Ralph Webster	624-3393
		Holly Anderson	624-3349	Guy Whittington	624-3343
				Shawn Smith	624-3504
Multimodal	624-3420				
		Andy MacDonald	624-3554		
		Margaret Duval	624-3557		
		Paul Pottle	624-3555		
Bridge	624-3490				
		Jim Wentworth	624-3414		
		Wayne Frankhauser	624-3454		
		Joel Kittredge	624-3426		
		Ben Foster	624-3423		
		Devin Anderson	624-3402		
Regional	624-3538				
Region 1		Dean Lessard	885-7000	Robert Hough	883-5546
Region 2		John Devin	453-7377	Gail MacMunn	596-2230
Region 3		Rick Crawford	562-4228	Jim Ferguson	562-4228
Region 4		Janis Piper	941-4754	Emory Lovely	667-5556
Region 5		Deryl Sponberg	764-2060	Jon Bither	764-2060

LPA RESOURCE CONTACT LIST

RESOURCE	MAIN TELEPHONE LINE	PROJECT MANAGER	TEL. #	ASSISTANT PROGRAM MANAGERS
Agreement Coordination Office	624-3468	Steve Harris	624-3329	Local Project Coordinator
		Robert Phillips	624-3337	Municipal & Consultant Coordinator
		Gale Lizzotte	624-3529	Agreement Resource Coordinator
Off. of Equal Opportunity	624-3066	Christy Cross	624-3063	EEO Coordinator
Property Office	624-3460	Bill Pulver	624-3551	Director of Property Office
		Charlie Horstmann	624-3488	Utility & Railroad Services Mgr.
		Ray Quimby	624-3450	Right of Way Manager
Environment	624-3100	Dave Gardner	624-3105	Environmental Specialist
Capital Resources	624-3410	Scott Bickford	624-3533	Contracts & Specifications Engr.
		Kevin Hanlon	624-3474	Asst. Contracts & Specifications Engr.
Material Testing & Exploration	624-3400	Bruce Yeaton	624-3482	Materials & Research Engr.

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Checklists/Letters

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Right of Way

Environmental

Utilities

Plan Development

Plans, Specifications and Estimates

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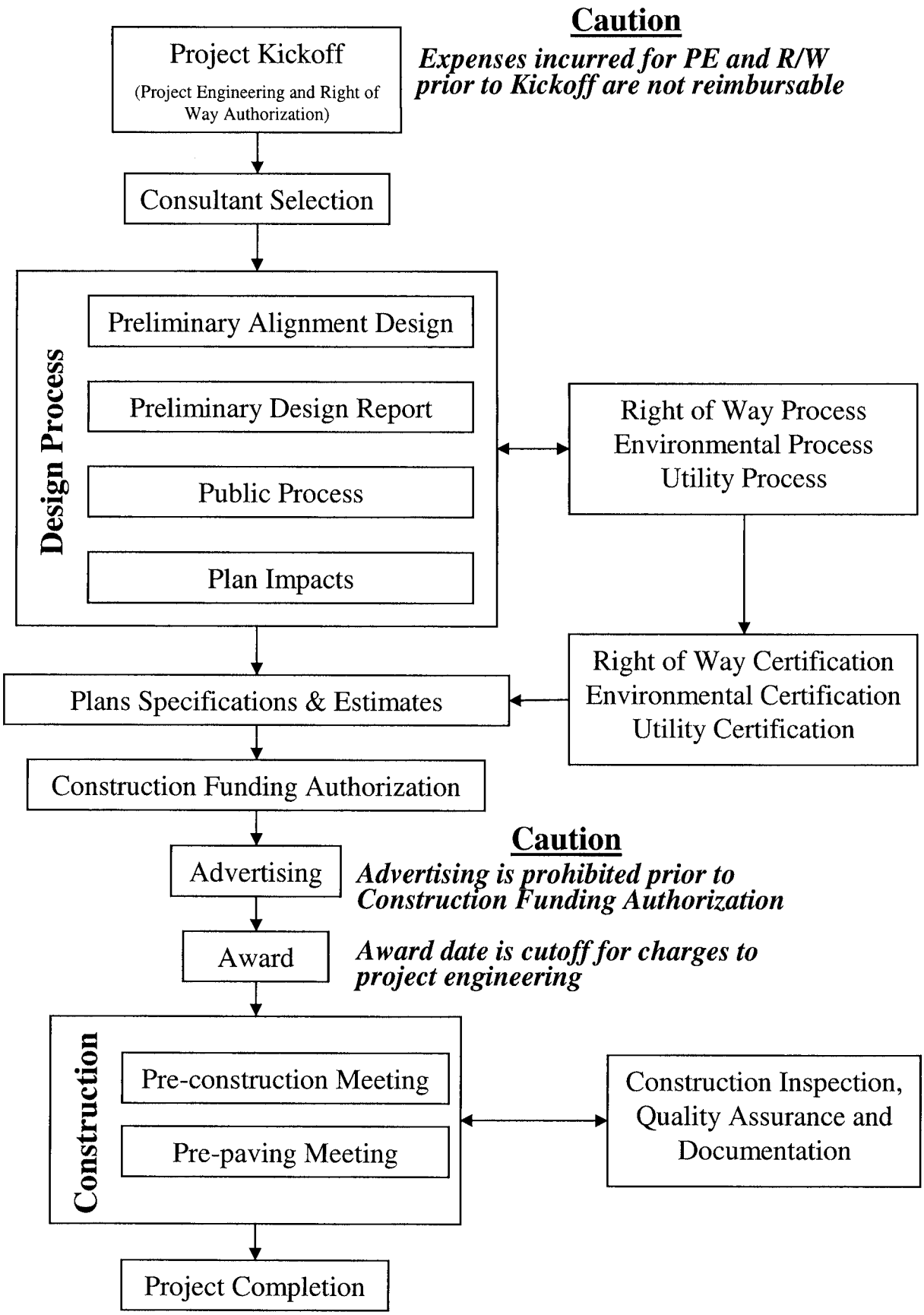
Construction Administration, Documentation & Project Finalization

Miscellaneous Exhibits and Presentations

Local Project Administration – Process Flowchart



LAP Project Costs Worksheet

Town/City:
PROJECT PIN:
Invoice Period: to

Agreement Number:
Agreement Exp. Date:
Local Share _____%

PE Auth Date:
Const. Auth Date:

	Direct Salary Costs	Salary Benefits Costs	Employee Travel Costs	Supplies & Materials	Equipment Rental	Contracted Services	Invoice Period Costs	Costs To Date	Total Budget
PRELIMINARY ENGINEERING *(expenses incurred for PE&ROW are prohibited prior to PE Authoriztion Date)*									
field survey									
plans & computations									
project reviews									
other (must detail)									
SUBTOTAL									
RIGHT OF WAY ACTIVITIES									
titles & mapping									
appraisals & negotiations									
acquisition									
other (must detail)									
SUBTOTAL									
CONSTRUCTION ENGINEERING *(const contract award or const.authoriztion date (force account) is the cutoff for PE charges)*									
inspection & documentation									
other (must detail)									
SUBTOTAL									
CONSTRUCTION									
labor									
materials									
equipment									
other (must detail)									
contract costs									
audit services									
SUBTOTAL									
PROJECT TOTALS									

BILLING CERTIFICATION: **I hereby certify that these amounts are correct, due and unpaid and that the work performed is in accordance with provisions and specifications of all project agreements and contracts.**

Signed:_____

Name *Title* *Date*

State of Maine
Local Project Administration
Project Development Administrator Checklist (Federal Funds)

Municipality _____ Location _____

Project Number _____ P.I.N. _____

Project Identification and Request

Initials Date or N/A

_____ _____ Project in (STIP) Statewide Transportation Improvement Program
_____ _____ Request Municipal Administration of project from MDOT Local Project Coordinator (Letter 01) (*Steve Harris State House Station 16, Augusta, ME, 04333;(207)624-3329;steve.harris@maine.gov)*
_____ _____ Received Local Project Agreement

Preliminary Engineering & Right of Way Authorization

_____ _____ Review, check math, and sign Local Project Agreements
_____ _____ Mail Local Project Agreements to MDOT Local Project Coordinator (Letter 02)
_____ _____ Approval to proceed in writing from MDOT Project Manager. (***Expenses incurred for PE and R/W prior to authorization are not reimbursable***)

Project Administration

_____ _____ Correspondence File created
_____ Authorization Requests/Approvals
_____ Billing Requests/Approvals
_____ Other Correspondence
_____ _____ Line Item Project Budget and Project Schedule Submitted to MDOT Project Manager
_____ _____ Line Item Project Budget and Project Schedule Submitted to MDOT Project Manager (Letter 03)
_____ _____ Billing System created
_____ Bills submitted to Project Manager monthly (Letter 04)
_____ Bills Categorized by (Preliminary Engineering, Right of Way, Construction Engineering) and budget line item
_____ Individual Bill is greater than $1000
_____ Bill are submitted on Municipality Billhead or Invoice
_____ Bill contains accumulative total of all costs per category
_____ Bill identifies municipal cost share, if any

Engineering Consultants

Consultant Selection Process ($25,000 and Above) - Quality Based Selection (QBS)

RFQ Process

_____ Develop Independent Estimate for cost of consultant services
_____ Generate Public Request for Qualifications (RFQ) in order to obtain list of qualified consultants interested in doing the work. If needed, may supplement list of interested firms by reviewing list of registered consultants supplied from MDOT Project Manager
_____ _____ Submit RFQ to MDOT Project Manager for approval (Letter 5)
_____ _____ Received approval from MDOT Project Manager prior to advertisement
_____ Advertised RFQ
_____ Select minimum of three qualified firms as finalists
_____ Develop Consultant Selection Criteria and percentages for scoring.
_____ Conduct face to face interviews with qualified firms - (Telephone interviews are allowed for Contracts less than $50,000.00.)
_____ Select Consultant
_____ Request Technical and Cost Proposal from Best Qualified Consultant
_____ Negotiate Scope, Schedule & Cost with consultant
_____ If scope or cost can not be negotiated request Technical and Cost proposal from the next Best Qualified Consultant
_____ _____ Submit negotiated contract and Cost Proposal to MDOT Project Manager for approval (Letter 06)
_____ Received Disadvantaged Business Enterprise utilization plan
_____ _____ Consultant Selection and Cost approved by Project Manager
_____ Perform prenegotiated audit (if necessary)
_____ Contract signed by Consultant
_____ Contract Executed (Signed by Municipality after Consultant has signed)
_____ Written Notice to Proceed sent to Consultant
_____ Copy of executed contract sent to MDOT Project Manager(Let 07)
_____ Letters sent to unsuccessful consultants

RFP Process

_____ Develop Independent Estimate for cost of consultant services
_____ Generate Public Request for Proposals (RFP) in order to obtain list of qualified consultants interested in doing the work. If needed, may supplement list of interested firms by reviewing list of registered consultants supplied from MDOT Project Manager.
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_____ Open Cost Proposal
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_____ Letters and unopened cost proposals sent to unsuccessful consultants

Consultant Selection Process (Less than $25,000)

_____ The above Consultant Selection Processes

or

_____ Select Consultant as a sole source procurement based on past municipality experience
_____ Municipality utilizes its own selection process
_____ Received Disadvantaged Business Enterprise (DBE) utilization plan
_____ _____ Submit negotiated contract and Cost Proposal to MDOT Project Manager for approval (Letter 08)
_____ _____ Consultant Selection and Cost approved by Project Manager
_____ Perform prenegotiated audit (if necessary)
_____ Contract signed by Consultant
_____ Contract Executed (Signed by Municipality after Consultant has signed)
_____ Written Notice to Proceed sent to Consultant
_____ _____ Copy of executed contract sent to MDOT Project Manager (Let 07)

Consultant Administration

_____ Oversee Consultants work and billings to ensure compliance with agreement
_____ Prepare project diary to record discussions and visitation with consultant

_____ Check consultant billings regarding employee classifications, wage rates, etc.
_____ Consultant submits DBE quarterly report (every quarter of project)
_____ Enter consultant payments on ledger system
_____ Conduct consultant employee interviews
_____ Final DBE certification of subconsultant payments made

Right of Way

_____ _____ Acquisition Plan Approved (Letter 09)
_____ _____ Titles and Certifications (Me. R/W Manual 8-2.01) Complete
_____ _____ Right of Way Mapping (ME. R/W Manual 8-2.02) Complete
_____ _____ Determination of Just Compensation (Me. R/W Manual 8-2.03)
_____ _____ Negotiations with the Owner
_____ _____ Title and Rights Perfected
_____ _____ Right of Way Certified (Letter 10) (Me. R/W Manual 2-2.02(b)).
_____ _____ Parcel and Project Files
_____ _____ Title and Rights Transferred to MDOT.

Environmental

Categorical Exclusion

_____ _____ Complete "Categorical Exclusion Documentation" included in the Local Project Packet. (Letter 11)
_____ _____ Contact MDOT Project Manager as to MHPC sign-off
_____ _____ Return completed Categorical Exclusion Documentation to Project Manager.

Environmental Permits

_____ _____ Contact appropriate State and Federal agencies for permitting need/approval:
_____ _____ Contact appropriate State agencies for their comments and concerns pertaining to the project:
_____ _____ Complete MDEP permit application and submit to MDEP
_____ _____ Submit letter of Environmental Certification (including approved MDEP permit) to Project Manager (Letter 12)

Utility Coordination

_____ _____ Utilities Identified
_____ _____ Facility Information Verified
_____ _____ Prelim. Utility Comments, Conflicts, and Relocation Strategy Completed
_____ _____ Specific Underground Facility Locations Identified
_____ _____ Final Facility Impacts, Relocation Strategy and Agreements Completed

_____ _____ Utility Specification and Certification Completed (Letter 13)
_____ _____ Oversee Utility Relocation Schedule

Plan Development

_____ _____ Preliminary Alignment Design (PAD) Completed (Letter 14)
_____ _____ Preliminary Design Report (PDR) Completed (Letter 15)
_____ _____ Public Process Completed (Letter 16)
_____ _____ Plan Impacts Completed (Letter 17)

Plans, Specifications and Estimates (PS&E)

_____ _____ Review commitment and correspondence file
_____ _____ PS&E completed
_____ _____ PS&E approved by MDOT Project Manager
_____ _____ Plans, contract specifications and estimates stamped, signed and dated, and on file in the municipal office.
_____ _____ State and Federal wage rates obtained

Construction Funding Authorization

_____ _____ Request construction funding in writing from MDOT Project Manager with the following Attachments: (Letter 18)
_____ _____ Construction Funds approved in writing from MDOT Project Manager (*Advertising is prohibited prior to Const. Funding Authorization*)

Advertising and Award

_____ _____ Request minimum testing requirements---send copy of plans (1/2 sized), estimated quantities, and specs to Rick Bradbury in Bangor (941-4545)
_____ _____ Advertise for bids
_____ Approve ad period of less than 3 weeks
_____ Publish Notice of Bid Opening
_____ Date of publication for sealed bids
_____ _____ Bid Opening
_____ Determine contractor qualifications
_____ Issue addendum (if within ten days of bid opening, bid opening should be delayed)
_____ Opened Bids
_____ Prepared bid tabulation sheet
_____ Check submitted bids for tabulation errors
_____ Completed bid and bidders tabulation sheet
_____ Checked DBE participation goal - verify DBE certification status
_____ Determine responsive bid

_____ Contractor licensed as required by the laws of the State of Maine
_____ _____ Award recommendation sent to MDOT Project Manger (Letter 19)
_____ Tabulation of bids
_____ Engineer's estimate
_____ Actual verses estimated costs shown in Local Project Agreement
_____ DBE utilization certification
_____ Estimated date of contract completion
_____ _____ Award approved in writing from MDOT Project Manger
_____ _____ Award Construction Contract (*date of award is cutoff for charges to preliminary engineering*)
_____ Establish contract award date
_____ Send "Award Letter" to successful low bidder
_____ Notify all unsuccessful bidders
_____ Return Bid Bonds (except for first three)
_____ Notify second and third bidders of holding bid bonds until execution
_____ _____ Send copy of signed contract to MDOT Project Manager (Letter 20)

Construction Administration

Pre-Construction/Pre-Paving Meeting

_____ _____ Notice of preconstruction meeting (ADA compliant) (Letter 21)
_____ _____ Pre-Construction meeting agenda prepared
_____ _____ Pre-Construction meeting held, and plan for Utilities agreed to
_____ _____ Quality Control (QC) Plans Approved
_____ _____ Minutes of meeting sent (Letter 22)
_____ _____ OJT Plan Completed (Letter 23, Letter 24)
_____ _____ Soil Erosion Water Pollution Control Plan
_____ _____ Spill Prevention Plan Approved
_____ _____ Schedule of Work Approved

Construction Testing/Documentation

_____ _____ Minimum Testing Requirements determined and posted
_____ _____ Acceptance Testing File created
_____ _____ Project Diary created
_____ _____ Inspector's Diary
_____ _____ Final Quantity book created
_____ _____ Drainage book created
_____ _____ Pit Authorizations
_____ _____ Waste Area agreements completed
_____ _____ Contractor's Bulletin Board erected with required postings
_____ _____ Project signing monitored
_____ _____ Weekly statement of working days started
_____ _____ Quality Assurance (QA)

_____ _____ Weekly Certified payroll from each Contractor or Subcontractor received
_____ _____ Certified payroll checked for compliance with minimum wage rates
_____ _____ Wage rate interviews conducted (2 per month) to compare wages received with wages reported
_____ _____ Changes to plans identified
_____ Identify needed change with quantities
_____ Acquire needed prices of work (*if not covered by contract*)
_____ Prepare Change Order (*including any adjustment to time*) and get any required approvals
_____ Place Original CO in Project Records
_____ Send copy of CO to MDOT Project Manager for his records (Let25)
_____ Send copy of CO to Contractor for his records
_____ _____ Monthly Progress payment received and approved
_____ Prepare Estimate or receive Estimate from Contractor
_____ Check Estimate (if received from Contractor)
_____ Estimate given to Contractor (FYI)
_____ Estimate processed and payment sent to Contractor

Project Completion

_____ _____ Final Inspection by municipality, MDOT Project Manger and Contractor conducted (Letter 26)
_____ Final "punch list" developed
_____ Final "punch list" of items completed
_____ Notice of completion sent to Contractor with notification of any liquidated damages (copy sent to MDOT Project Manager)
_____ _____ Copy of overruns/underruns sent to MDOT Project Manager
_____ _____ As built plans completed and sent to MDOT Project Manager
_____ _____ QA Certification
_____ Material certification letter submitted to MDOT documentation group
_____ Testing file submitted with documentation of minimum testing requirements
_____ QA Pay Factors Computed by Resident and checked by MDOT rep
_____ Testing Section (Bruce Yeaton ---941-4545) notified of project completion
_____ _____ Final Quantity book completed
_____ _____ DBE/OJT Sign-off from MDOT
_____ Final determination of OJT
_____ Met
_____ Did not meet and balance waived
_____ Did not meet and contractor sanctioned
_____ _____ Final Estimate paid and retainage released
_____ _____ Final billing sent to MDOT (Letter 27)

State of Maine
Local Project Administration
Project Development Master Checklist (Federal Funds)

Municipality _____ Location _____

Project Number _____ P.I.N. _____

Project Identification and Request

Initials Date or N/A

_____ _____ **Project in (STIP) Statewide Transportation Improvement Program**
_____ _____ **Request Municipal Administration of project from MDOT Local Project Coordinator (Letter 01)** *(Steve Harris State House Station 16, Augusta, ME, 04333;(207)624-3329;steve.harris@maine.gov*
_____ _____ **Received Approval to Administer and Local Project Agreement**

Preliminary Engineering & Right of Way Authorization

_____ _____ **Review, check math, and sign Local Project Agreements**
_____ _____ **Mail Local Project Agreements to MDOT Local Project Coordinator (Letter 02)**
_____ _____ **Approval to proceed in writing from MDOT Project Manager.** (***Expenses incurred for PE and R/W prior to authorization are not reimbursable***)

Project Administration

_____ _____ **Correspondence File created**
_____ Authorization Requests/Approvals
_____ Billing Requests/Approvals
_____ Other Correspondence
_____ _____ **Line Item Project Budget and Project Schedule Submitted to MDOT Project Manager (Letter 03)**
_____ _____ **Line Item Project Budget and Project Schedule Approved by MDOT Project Manager**
_____ _____ **Billing System created**
_____ Bills submitted to Project Manager monthly **(Letter 04)**
_____ Bills Categorized by (Preliminary Engineering, Right of Way, Construction Engineering) and budget line item
_____ Individual Bill is greater than $1000
_____ Bill are submitted on Municipality Billhead or Invoice
_____ Bill contains accumulative total of all costs per category

_____ Bill identifies municipal cost share, if any

Engineering Consultants

Consultant Selection Process ($25,000 and Above) - Quality Based Selection (QBS)

RFQ Process

_____ Develop Independent Estimate for cost of consultant services
_____ Generate Public Request for Qualifications (RFQ) in order to obtain list of qualified consultants interested in doing the work. If needed, may supplement list of interested firms by reviewing list of registered consultants supplied from MDOT Project Manager
_____ _____ **Submit RFQ to MDOT Project Manager for approval** (Letter 5)
_____ _____ **Received approval from MDOT Project Manager prior to advertisement**
_____ Advertised RFQ
_____ Select minimum of three qualified firms as finalists
_____ Develop Consultant Selection Criteria and percentages for scoring.
_____ Conduct face to face interviews with qualified firms - (Telephone interviews are allowed for Contracts less than $50,000.00.)
_____ Select Consultant
_____ Request Technical and Cost Proposal from Best Qualified Consultant
_____ Negotiate Scope, Schedule & Cost with consultant
_____ If scope or cost can not be negotiated request Technical and Cost proposal from the next Best Qualified Consultant
_____ _____ **Submit negotiated contract and Cost Proposal to MDOT Project Manager for approval** (Letter 06)
_____ Received Disadvantaged Business Enterprise utilization plan
_____ _____ **Consultant Selection and Cost approved by Project Manager**
_____ Perform prenegotiated audit (if necessary)
_____ Contract signed by Consultant
_____ Contract Executed (Signed by Municipality after Consultant has signed)
_____ Written Notice to Proceed sent to Consultant
_____ Copy of executed contract sent to MDOT Project Manager(Let 07)
_____ Letters sent to unsuccessful consultants

RFP Process

_____ Develop Independent Estimate for cost of consultant services
_____ Generate Public Request for Proposals (RFP) in order to obtain list of qualified consultants interested in doing the work. If needed, may supplement list of interested firms by reviewing list of registered consultants supplied from MDOT Project Manager.
_____ _____ **Submit RFP to MDOT Project Manager for approval** (Letter 5)

_____ _____ **Received approval from MDOT Project Manager prior to advertisement**

_____ Advertised RFP

_____ Select minimum of three qualified firms as finalists

_____ Develop Consultant Selection Criteria and percentages for scoring

_____ Conduct face to face interviews with qualified firms - (Telephone interviews are allowed for Contracts less than $50,000.00.)

_____ Select Best Qualified Consultant

_____ Open Cost Proposal

_____ Negotiate Scope, Schedule & Cost with consultant

_____ If scope or cost can not be negotiated begin negotiations with next Best Qualified Consultant

_____ _____ **Submit negotiated contract and Cost Proposal to MDOT Project Manager for approval (Letter 06)**

_____ Received Disadvantaged Business Enterprise utilization plan

_____ _____ **Consultant Selection and Cost approved by Project Manager**

_____ Perform prenegotiation audit (if necessary)

_____ Contract signed by Consultant

_____ Contract Executed (Signed by Municipality after Consultant has signed)

_____ Written Notice to Proceed sent to Consultant

_____ Copy of executed contract sent to MDOT Project Manager (**Let 07**)

_____ Letters and unopened cost proposals sent to unsuccessful consultants

Consultant Selection Process (Less than $25,000)

_____ The above Consultant Selection Processes

or

_____ Select Consultant as a sole source procurement based on past municipality experience

_____ Municipality utilizes its own selection process

_____ Received Disadvantaged Business Enterprise (DBE) utilization plan

_____ _____ **Submit negotiated contract and Cost Proposal to MDOT Project Manager for approval (Letter 08)**

_____ _____ **Consultant Selection and Cost approved by Project Manager**

_____ Perform prenegotiated audit (if necessary)

_____ Contract signed by Consultant

_____ Contract Executed (Signed by Municipality after Consultant has signed)

_____ Written Notice to Proceed sent to Consultant

_____ _____ Copy of executed contract sent to MDOT Project Manager (**Let 07**)

Consultant Administration

_____ Oversee Consultants work and billings to ensure compliance with agreement

_____ Prepare project diary to record discussions and visitation with consultant
_____ Check consultant billings regarding employee classifications, wage rates, etc.
_____ Consultant submits DBE quarterly report (every quarter of project)
_____ Enter consultant payments on ledger system
_____ Conduct consultant employee interviews
_____ Final DBE certification of subconsultant payments made

Right of Way

_____ _____ **Acquisition Plan Approved** (Letter 09)
_____ Process Outline
_____ Staff Qualifications
_____ Owner Dispute Resolution Procedures
_____ _____ **Titles and Certifications (Me. R/W Manual 8-2.01) Complete**
_____ _____ **Right of Way Mapping (ME. R/W Manual 8-2.02) Complete**
_____ Name & Address List of Abutters -Property Owner Reports
_____ Existing Right of Way and Rights
_____ Property Pins Listed
_____ Abutting Ownerships
_____ Proposed new Right of Way and Rights (MDOT Standards)
_____ _____ **Determination of Just Compensation (Me. R/W Manual 8-2.03)**
_____ Necessary information provided to appraiser
_____ Owner provided opportunity to accompany appraiser
_____ Appraisal Format eligibility determined parcel by parcel
_____ Appraisals reviewed where required
_____ Written statement of Just Compensation prepared
_____ _____ **Negotiations with the Owner**
_____ Offer presented; Impacts discussed all owners
_____ Negotiations Completed - Negotiations at Impasse
_____ _____ **Title and Rights Perfected**
_____ Title Acquired by Negotiations
_____ Title Acquired by Eminent Domain (Me. R/W Manual 8-2.08)
_____ Payments made before possession is surrendered
_____ _____ **Right of Way Certified** (Letter 10) (Me. R/W Manual 2-2.02(b))
_____ All Right of Way Acquired
_____ Rights to Occupy All Right of Way Acquired
_____ All Right of Way not Acquired
_____ Certificate co-signed by MDOT
_____ _____ **Parcel and Project Files**
_____ Parcel Files Complete (Me. R/W Manual 8-4.01)
_____ Project Summary Records (Me. R/W Manual 8-4.02)
_____ _____ **Title and Rights Transferred to MDOT**

Environmental

Categorical Exclusion

_____ _____ **Complete "Categorical Exclusion Documentation" included in the Local Project Packet** (Letter 11)
_____ _____ **Contact MDOT Project Manager as to MHPC sign-off**
_____ _____ **Return completed Categorical Exclusion Documentation to Project Manager**

Environmental Permits

_____ _____ **Contact appropriate State and Federal agencies for permitting need/approval**:
- _____ Maine Department of Environmental Protection, Division of Land Resource Regulation, contact regional office. Website- www.state.me.us/dep/blwq/
- _____ US Army Corp. of Engineers, Maine Project Office,(207)623-8367

_____ _____ **Contact appropriate State agencies for their comments and concerns pertaining to the project**:
- _____ Maine Department of Inland Fisheries and Wildlife, contact Fisheries Division regional offices for timing approval, freshwater fisheries and fish passage issues. Website- www.state.me.us/ifw/fish/fish.htm
- _____ Maine Department of Inland Fisheries and Wildlife, contact Wildlife Division regional offices for rare, threatened and endangered species, and other wildlife issues. Website- www.state.me.us/ifw/wma/index.htm
- _____ Maine Department of Marine Resources, contact Brian Swan of the Watershed Management Division for timing approval, anadromous fisheries, coastal resources and fish passage issues. Website- www.state.me.us/dmr/crd/watershedmanagementdivision.htm
- _____ Maine Department of Conservation, Natural Areas Program, contact Molly Dochery (need to state that you are inquiring about MDOT funded project) for rare plants and plant communities. Website- www.state.me.us/doc/nrimc/mnap/home.htm
- _____ Maine Atlantic Salmon Commission, contact area biologist for timing approval, salmon habitat and fish passage issues. Website- www.state.me.us/asa/
- _____ Other Permitting Agencies

_____ _____ **Complete MDEP permit application and submit to MDEP**
_____ _____ **Submit letter of Environmental Certification** (Letter 12) **including approved MDEP permit) to Project Manager**

Utility Coordination

_____ _____ **Utilities Identified**
- _____ Determine utility contacts for utilities on the project
- _____ Obtain existing right-of-way information
- _____ Review existing site conditions to assess potential conflicts

_____ _____ **Facility Information Verified**
- _____ Send Survey Plan to utilities and railroads (RR) requesting review & comment
- _____ Arrange for additional survey needs as necessary

_____ _____ **Prelim. Utility Comments, Conflicts, and Relocation Strategy Completed**
- _____ Develop preliminary utility relocation strategy
- _____ Discuss right-of-way needs with utilities
- _____ Distribute Alignment plans to the utilities & RRs for more detailed determination of impacts
- _____ Determine the need for agreements with the utilities or RRs

_____ _____ **Specific Underground Facility Locations Identified**
- _____ Review general plan and proposed drainage for potential underground utility conflicts
- _____ Arrange for test pits to determine specific location of existing utilities

_____ _____ **Final Facility Impacts, Relocation Strategy and Agreements Completed**
- _____ Distribute PDR-plans showing final impacts to utilities & RRs for review and comment
- _____ Hold Utility Precoordination Meeting to finalize necessary relocations or other work
- _____ Distribute written minutes from the Precoordination Meeting
- _____ Distribute draft railroad and utility Special Provisions
- _____ Prepare draft agreements (as necessary) and initiate agreement approval process

_____ _____ **Utility Specification and Certification Completed (Letter 13)**
- _____ Final utility & RR specification for contract documents
- _____ Document legal location of any relocated utilities

_____ _____ **Oversee Utility Relocation Schedule**
- _____ Conduct Preconstruction/Utility Meeting
- _____ Distribute written minutes to Preconstruction/Utility Meeting
- _____ Monitor utility & RR work to assure planned work proceeds as planned

Plan Development

_____ _____ **Preliminary Alignment Design (PAD) Completed**
- _____ PAD submitted to MDOT Project Manager (**Letter 14**)
- _____ PAD approved by MDOT Project Manager

_____ _____ **Preliminary Design Report (PDR) Completed**
- _____ PDR submitted to MDOT Project Manager (**Letter 15**)
- _____ PDR approved by MDOT Project Manager

_____ _____ **Public Process Completed** (**Letter 16**)
- _____ Public Meeting
- _____ Town Meeting
- _____ Public Notification

_____ _____ **Plan Impacts Completed**
- _____ Plan Impacts submitted to MDOT Project Manager (**Letter 17**)
- _____ Plan Impacts approved by MDOT Project Manager

Plans, Specifications and Estimates (PS&E)

_____ _____ **Review commitment and correspondence file**
- _____ Airport roadway clearance from FAA
- _____ Utility Agreement obtained
- _____ Railway agreement(s) obtained

_____ _____ **PS&E completed**
- _____ Vicinity map
- _____ Summary of quantities
- _____ Reclamation Plans
- _____ Roadway sections (typicals)
- _____ Plans/profiles
- _____ Utility
- _____ Structure notes
- _____ Signing
- _____ Illumination
- _____ Bridge Plans
- _____ Traffic Control Plan
- _____ Standard details
- _____ Sheets numbered and dated
- _____ Title sheet signed and stamped by Professional Engineer
- _____ Log of test borings
- _____ Equal Employment Opportunity (EEO) clauses
- _____ Disadvantaged Business Enterprise (DBE) plan
- _____ On the Job Training (OJT) plan
- _____ Sexual Harassment clause
- _____ For steel, Buy America requirement
- _____ Davis Bacon wage rates
- _____ Traffic control special provisions
- _____ Specialty items
- _____ Engineers estimate complete
- _____ Request/complete the 403 Special Provision for Hot Mix Asphalt (Contact Brian Luce)
- _____ Documentation for each item in engineer's estimate
- _____ Justification for nonparticipating items

_____ Detail documentation for lump sum items available in project files
_____ Approval of local agency supplied materials
_____ Sources approved by approving authority

_____ _____ **PS&E approved by MDOT Project Manager**

_____ _____ **Plans, contract specifications and estimates stamped, signed and dated, and on file in the municipal office**

_____ _____ **State and Federal wage rates obtained**

Construction Funding Authorization

_____ _____ **Request construction funding in writing from MDOT Project Manager with the following Attachments: (Letter 18)**
_____ Plans, Specifications and Estimates
_____ Environmental Certification
_____ Right of Way Certification
_____ Utilities Certification

_____ _____ **Construction Funds approved in writing from MDOT Project Manager (*Advertising is prohibited prior to Const. Funding Authorization*)**

Advertising and Award

_____ _____ **Request minimum testing requirements---send copy of plans (1/2 sized), estimated quantities, and specs to Rick Bradbury in Bangor (941-4545)**

_____ _____ **Advertise for bids**
_____ Approve ad period of less than 3 weeks
_____ Publish Notice of Bid Opening
_____ Date of publication for sealed bids

_____ _____ **Bid Opening**
_____ Determine contractor qualifications
_____ Issue addendum (if within ten days of bid opening, bid opening should be delayed)
_____ Opened Bids
_____ Prepared bid tabulation sheet
_____ Check submitted bids for tabulation errors
_____ Completed bid and bidders tabulation sheet
_____ Checked DBE participation goal - verify DBE certification status
_____ Determine responsive bid
_____ Contractor licensed as required by the laws of the State of Maine

_____ _____ **Award recommendation sent to MDOT Project Manger (Let 19)**
_____ Tabulation of bids
_____ Engineer's estimate
_____ Actual verses estimated costs shown in Local Project Agreement
_____ DBE utilization certification

_____ Estimated date of contract completion

_____ _____ **Award approved <u>in writing</u> from MDOT Project Manger**

_____ _____ **Award Construction Contract (*<u>date of award is cutoff for charges to preliminary engineering</u>*)**

_____ Establish contract award date

_____ Send "Award Letter" to successful low bidder

_____ Notify all unsuccessful bidders

_____ Return Bid Bonds (except for first three)

_____ Notify second and third bidders of holding bid bonds until execution

_____ _____ **Send copy of signed contract to MDOT Project Manager(Let20)**

Construction Administration

Pre-Construction/Pre-Paving Meeting

_____ _____ **Notice of preconstruction meeting (ADA compliant) to:**

_____ Contractor

_____ Affected Utility Companies

_____ Fire, Police, Hospital, or ambulance (if appropriate)

_____ MDOT Project Manager (**Letter 21**)

_____ Designer

_____ MDOT Field QA Supervisor

_____ Local Project staff (Resident, Inspector, Testing staff)

_____ _____ **Pre-Construction meeting agenda prepared**

_____ _____ **Pre-Construction meeting held, and plan for Utilities agreed to**

_____ _____ **Quality Control (QC) Plans Approved**

_____ Submitted by Contractor (Per Section 106.4---at least 30 days before any work is to be performed)

_____ Discuss/submit certified personnel that will be sampling/testing on the project for local agency/city

_____ Send copy of Pre-Construction/Pre-paving minutes (including QC/Acceptance technicians) to Independent Assurance---Joe Anderson (Bangor) and Acceptance Supervisor----Wade McClay (south) or Rick Bradbury (north)

_____ Review/Approve/Reject the Contractor's QC Plan (Contacts-Wade McClay/Rick Bradbury/Michael Redmond/Brian Luce)

_____ _____ **Minutes of meeting sent to:**

_____ Contractor & Subcontractors

_____ Other attendees

_____ Invited but not represented entities (**Letter 22**)

_____ Project file

_____ _____ **OJT Plan Completed**

_____ Letter OJT of intent submitted to MDOT Project Manager (**Let23**)

_____ Receive Approval from MDOT Project Manger

_____ Submit OJT registration to MDOT Project Manger (**Letter 24**)

_____ _____ **Soil Erosion Water Pollution Control Plan Approved**
- _____ Received from Contractor
- _____ Approved

_____ _____ **Spill Prevention Plan Approved**
- _____ Received from Contractor
- _____ Approved

_____ _____ **Schedule of Work Approved**
- _____ Received from Contractor
- _____ Approved

Construction Testing/Documentation

_____ _____ **Minimum Testing Requirements determined and posted**

_____ _____ **Acceptance Testing File created**
- _____ Concrete
- _____ Pavement
- _____ Aggregate
- _____ Other documents required for Min. Testing Requirements
- _____ Random numbers generated and pay factor calculations started for QA items

_____ _____ **Project Diary created**
- _____ Pages set up by date, including weather, crew & equipment, hours worked, and activity of the day
- _____ Any outstanding or significant event (accident, discussion with property owner, debate with Contractor, etc.) should be recorded here
- _____ Author should initial the entry daily

_____ _____ **Inspector's Diary created** *(note- if Project is staffed by only 1 person, the Project Diary is sufficient providing the detail of the Inspector's Diary is included.)*
- _____ Pages set up by date; include weather, crew & equipment, hours worked, and activity of the day
- _____ This diary would contain more detail of the day's work than the Project Diary. Field measurements can be entered here. Detailed work description would be recorded here.
- _____ This diary would contain details of any finegrading done. Any needed undercuts could be entered here. Stationing of the day's completed grading would be entered with a statement "Graded according to plans within allowable tolerances".
- _____ Author should initial the entry daily

_____ _____ **Final Quantity book created**
- _____ Book set up by Item numbers
- _____ Pages set up for original measurements (or comps. From plan dimensions or original measurements)
- _____ Pages set up with a total to date column (makes estimates easy to comp.)

_____ All entries and comps. (initialed and dated)
_____ After item completed, compute final quantity

_____ _____ **Drainage book created**
_____ Book set up by stationing, moving from outlet to inlet
_____ Pages set up allowing room for original measurements or comps from plan dimensions for closed systems
_____ Entries should include the work accomplished that day including any rock encountered, obstructions, delays, etc.
_____ all entries and comps. (initialed and dated)
_____ After run completed, compute final quantity and transfer to Final Quantity book

_____ _____ **Pit Authorizations**
_____ Received from Contractor
_____ Approved

_____ _____ **Waste Area agreements completed**
_____ Received from Contractor
_____ Approved

_____ _____ **Contractor's Bulletin Board erected with required postings**
_____ FHWA 1495 and 1495A - "Wage Rate Information
_____ FHWA 1022 - "Fraud Notice Poster"
_____ OFCCP 1420 - "EEO is the Law"
_____ Sexual Harassment is Against the Law
_____ False Statements Notice
_____ Jobs & Opportunity Women & Minorities

_____ _____ **Project signing monitored** *(condition to be noted in a Diary at least weekly)*

_____ _____ **Weekly statement of working days started** *(unless project is by completion date)*

_____ _____ **Quality Assurance (QA)**
_____ Certified Material Acceptance sampler appointed (City/consultant person contact information shared with MDOT Independent Assurance Supervisor (Joe Anderson —Bangor--- 941-4545)
_____ Material IA sampler appointed by MDOT and contact information shared with the local administered project Resident Engineer
_____ MDOT contacted to determine if Hot Mix Asphalt/Portland Cement Concrete Plant has been inspected (or needs to be inspected). Contact Rick Bradbury (941-4545) or Wade McClay (865-0164)
_____ MDOT notified of the HMA/PCC placement schedules in order to ensure that monitoring of the plant QC operations is conducted and that scale checks are performed at least twice in five days of production
_____ Process valid HMA disputes submitted by the Contractor (Contact Richard Bradbury Bangor (941-4545)
_____ Acceptance sampling and testing performed and documented by certified technicians. Sampling by City---Testing by MDOT??

_____ _____ **Weekly Certified payroll from each Contractor or Subcontractor received**
_____ _____ **Certified payroll checked for compliance with minimum wage rates**
_____ _____ **Wage rate interviews conducted (2 per month) to compare wages received with wages reported**
_____ _____ **Changes to plans identified**
_____ Identify needed change with quantities
_____ Acquire needed prices of work (*if not covered by contract*)
_____ Prepare Change Order (*including any adjustment to time*) and get any required approvals
_____ Place Original CO in Project Records
_____ Send copy of CO to MDOT Project Manager for his records(**Let25**)
_____ Send copy of CO to Contractor for his records
_____ _____ **Monthly Progress payment received and approved**
_____ Prepare Estimate or receive Estimate from Contractor
_____ Check Estimate (if received from Contractor)
_____ Estimate given to Contractor (FYI)
_____ Estimate processed and payment sent to Contractor

Project Completion

_____ _____ **Final Inspection by municipality, MDOT Project Manger and Contractor conducted** (**Letter 26**)
_____ Final "punch list" developed
_____ Final "punch list" of items completed
_____ _____ **Notice of completion sent to Contractor with notification of any liquidated damages (copy sent to MDOT Project Manager)**
_____ _____ **Copy of overruns/underruns sent to MDOT Project Manager**
_____ _____ **As built plans completed and sent to MDOT Project Manager**
_____ _____ **QA Certification**
_____ Material certification letter submitted to MDOT documentation group
_____ Testing file submitted with documentation of minimum testing requirements
_____ QA Pay Factors Computed by Resident and checked by MDOT rep
_____ Testing Section (Bruce Yeaton ---941-4545) notified of project completion
_____ _____ **Final Quantity book completed**
_____ _____ **DBE/OJT Sign-off from MDOT**
_____ Final determination of OJT
_____ Met
_____ Did not meet and balance waived
_____ Did not meet and contractor sanctioned
_____ _____ **Final Estimate paid and retainage released**
_____ _____ **Final billing sent to MDOT** (**Letter 27**)

Date

Steve Harris, Local Project Coordinator
Agreement Coordination Office
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Local Project Administration Request
PIN #

Dear Steve:

The town/city of *town/city* is interested in the local administration of ***project scope, PIN***. If the project is eligible, could you please contact me as soon as possible so we can discuss the details of the project and the town/city administration thereof.

Sincerely,

m*unicipal administrator*

Letter 1

Date

Steve Harris, Local Project Coordinator
Agreement Coordination Office
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Local Project Agreement Execution Request
PIN #

Dear Steve:

Enclosed are two signed but undated copies of the Local Project Agreement for town/city local administration of ***project scope, PIN***. I understand that I cannot be reimbursed for any Preliminary Engineering or Right of Way prior to an official Notice to proceed from the MDOT Project Manager. Please have the agreement executed as soon as possible.

Sincerely,

municipal administrator

Enclosure

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Budget and Schedule Submission
PIN #

MDOT Project Manager:

Attached is the line item budget and schedule you requested for ***project scope, PIN*** in the *town/city* of *town/city*. If you need additional information, please let me know.

Sincerely,

local project administrator

Enclosure

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Local Project Billing
PIN #

MDOT Project Manager:

Attached is a bill for ***work scope*** for ***project scope, PIN*** in the town/city of *town/city*. If you need additional information, please let me know.

Sincerely,

municipal administrator

Enclosure

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: RFP/RFQ Review Request
PIN

MDOT Project Manager:

The town/city intends to solicit for engineering services for ***scope of engineering services*** on project for ***project scope, PIN*** in the town/city of *town/city*. Attached is the Request for Qualification/Proposals we intend to use for this solicitation. We intend to advertise the proposal on ***date***. Please review as soon as possible as to its adequacy.

Sincerely,

municipal administrator

Enclosure

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Consultant Selection Approval Request
PIN #

MDOT Project Manager:

The town/city has selected ***consultant firm*** for ***scope of engineering services*** on project for ***project scope, PIN***. Attached is the negotiated contract and cost proposal. We understand that we can not award this contract prior to your approval. Please review as soon as possible and inform me of your decision.

Sincerely,

municipal administrator

Enclosure

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Consultant Contract
PIN #

MDOT Project Manager:

Attached is the copy of the executed agreement between ***consultant firm*** and the city/town for ***scope of engineering service***s on project for ***project scope, PIN***.

Sincerely

municipal administrator

Enclosure

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Sole Source Consultant Request
PIN #

MDOT Project Manager:

The town/city has selected ***consultant firm*** for ***scope of engineering services*** on project for ***project scope, PIN***. Since the consultant costs will be below $25,000 we have not used the Quality Based Selection (QBS) process as required for consultant contracts above $25,000. We believe that ***consultant firm*** has sufficient qualification to complete the services requested. Please review the negotiated contract and cost proposal. We understand that we cannot award this contract prior to your approval. Please review as soon as possible and inform me of your decision.

Sincerely,

municipal administrator

Enclosure

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Right of Way Acquisition Plan
Approval Request
PIN #

MDOT Project Manager:

Attached is the process, staff qualifications and owner dispute resolutions the town/city of *town/city* intends to use to obtain Right of Way for ***project scope, PIN***. If you have any questions, or need additional information, please let me know.

Sincerely,

municipal administrator

Enclosure

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Right of Way Certification
PIN #

MDOT Project Manager:

Attached is the official certification that all Right of Way acquired for ***project scope, PIN*** in the town/city of *town/city* was acquired in accordance to requirements identified in the executed Local Project Agreement dated ***local project agreement execution date***. Any/all information in regards to this Right of Way can be made available to you at your request. If you need additional information, please let me know.

Sincerely,

municipal administrator

Enclosure

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Categorical Exclusion Checklist Submission
PIN #

MDOT Project Manager:

Attached is the Categorical Exclusion Documentation in regards to ***project scope, PIN*** in the town/city of *town/city*. If you need additional information, please let me know.

Sincerely,

municipal administrator

Enclosure

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Environmental Certification
PIN #

MDOT Project Manager:

This document serves as official certification that all Environmental Permits required for ***project scope, PIN*** in the town/city of *town/city* was obtained and approved by the Maine Department of Environmental Protection in accordance to requirements identified in the executed Local Project Agreement dated ***local project agreement execution date***. Attached is the approved MDEP permit. If you need additional information, please let me know.

Sincerely,

municipal administrator

Enclosure

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Utility Certification
PIN #

MDOT Project Manager:

This document serves as official certification that the Utility process used for ***project scope, PIN*** in the town/city of *town/city* was acquired in accordance to requirements identified in the executed Local Project Agreement dated ***local project agreement execution date***. Any/all information in regards to this Utility Certification can be made available to you at your request. If you need additional information, please let me know.

Sincerely,

municipal administrator

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Preliminary Alignment Design Submittal
PIN #

MDOT Project Manager:

Attached is the Preliminary Alignment Design for ***project scope, PIN*** in the town/city of *town/city*. If you would like to visit the project at this time, please let me know, and I can make arrangements. If you need additional information, please let me know.

Sincerely,

municipal administrator

Enclosure

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Preliminary Design Report Submittal
PIN #

MDOT Project Manager:

Attached is the Preliminary Design Report for ***project scope, PIN*** in the town/city of *town/city*. If you would like to field visit the project at this time, please let me know, and I can make arrangements. If you need additional information, please let me know.

Sincerely,

municipal administrator

Enclosure

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Public Process
PIN #

MDOT Project Manager:

This document serves as official certification that the Public process required for ***project scope, PIN*** in the town/city of *town/city* was done in accordance to requirements identified in the executed Local Project Agreement dated ***local project agreement execution date***. If you need additional information, please let me know.

Sincerely,

municipal administrator

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Plan Impacts
PIN #

MDOT Project Manager:

Attached are the Plan Impacts ***for project scope, PIN*** in the town/city of *town/city*. If you would like to field visit the project at this time, please let me know, and I can make arrangements. If you need additional information, please let me know.

Sincerely,

municipal administrator

Enclosure

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Construction Funding Request
PIN #

MDOT Project Manager:

Attached is the bid package intended to advertise for construction services on ***project scope, PIN*** in the town/city of *town/city*. I would like to advertise the project on ***anticipated advertising date***. I have also attached the latest cost estimates and schedule for the project. I understand that I cannot advertise the project until I have you written approval. If you need additional information, please let me know.

Sincerely,

municipal administrator

Enclosure

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Construction Award Request
PIN #

MDOT Project Manager:

Attached are the bid tabs, latest cost estimates and schedule for ***project scope, PIN*** in the town/city of *town/city*. ***Contractor*** is the low bidder and it is our recommendation that the project be awarded to them. I realize that I cannot award the project until I get your written approval. If you need additional information, please let me know.

Sincerely,

municipal administrator

Enclosure

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Construction Contract
PIN #

MDOT Project Manager:

Attached is the executed construction contract between town/city of *town/city* and ***contractor*** for ***project scope, PIN***. If you need additional information, please let me know.

Sincerely,

municipal administrator

Enclosure

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Preconstruction Meeting
PIN #

MDOT Project Manager:

Your attendance is requested at the Preconstruction meeting for ***project scope, PIN*** in the town/city of *town/city* on ***preconstruction meeting date/time***. If you need additional information, please let me know.

Sincerely,

municipal administrator

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Preconstruction Meeting Minutes
PIN #

MDOT Project Manager:

Attached are the preconstruction meeting minutes for ***project scope, PIN*** in the town/city of *town/city* held on ***preconstruction meeting date***. If you have any concerns or need additional information, please let me know.

Sincerely,

municipal administrator

Enclosure

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: On the Job Training Intent
PIN #

MDOT Project Manager:

Attached is On The Job Training Intent for ***project scope, PIN*** in the town/city of *town/city*. If you need additional information, please let me know.

Sincerely,

municipal administrator

Enclosure

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: On The Job Training Registration
PIN #

MDOT Project Manager:

Attached are On The Job Training Registrations for ***project scope, PIN*** in the town/city of *town/city*. If you need additional information, please let me know.

Sincerely,

municipal administrator

Enclosure

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Change Order Request
PIN #

MDOT Project Manager:

We are requesting a change order for ***project scope, PIN*** in the town/city of *town/city*. The change will consist of ***description of change order including scope change and or extra costs***. If you need additional information, please let me know.

Sincerely,

municipal administrator

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Final Inspection
PIN #

MDOT Project Manager:

Your attendance is requested at the Final Inspection for ***project scope, PIN*** in the town/city of *town/city* on ***final inspection meeting date/time***. At this time we can also make available all documentation and testing required for the project. If you need additional information, please let me know.

Sincerely,

municipal administrator

Date

MDOT Project Manager, Project Manager
Bureau of Project Development
Department of Transportation
16 State House Station
Augusta, ME 04333

Subject: Final Billing
PIN #

MDOT Project Manager:

This document serves as an official notification that all requirements required for ***project scope, PIN*** in the town/city of *town/city* were completed in accordance with the executed Local Project Agreement dated ***local project agreement execution date***. Attached the final billing for the project. If you need additional information, please let me know.

Sincerely,

municipal administrator

Enclosure

Local Project Administration

Certification Course Manual
&
Reference Guide

February 2005

Consultant Selection

Example RFQ

TOWN OF WELLS, MAINE

IMPROVEMENTS TO ROUTE 1 & 109 INTERSECTION

REQUEST FOR QUALIFICATIONS FOR CONSULTANT SERVICES
(Draft)

The Town of Wells is soliciting consultant services for design and construction, including survey and possible ROW acquisition services to undertake Route 1 & 109 intersection improvements. The project consists of assisting the Town in locally administering the MDOT BTIP project. The location of the intersection is shown on the attached location map. This project has been included in the Maine Department of Transportation's (MDOT) 2003-2004 Biennial Transportation Improvement Program (BTIP).

Eight (8) copies of the qualifications package must be clearly marked: "Qualifications for Consultant Services – Route 1 & 109 Intersection Improvements". Completed packages must be delivered by 4:00 p.m. local time on October 17, 2003 to:

Jonathan Carter, Town Manager
Town of Wells
208 Sanford Road
Wells, Maine 04090

Submittals delivered after the deadline will not be considered. All questions shall be directed in writing to the above office (email: jcarter@wellstown.org) and must be received by 4:00 p.m. local time on October 10, 2003. Any firm interested in submitting a qualification package for this work shall notify the Town Manager by 4:00 p.m. local time on October 10, 2003 in order to assure that any changes can be properly disseminated to the all interested parties. All questions will be answered by 4:00 p.m. local time on October 15, 2003 and faxed to all interested parties.

BACKGROUND

The Town of Wells has demonstrated to MDOT that the Intersection of Routes 1 & 109 is substantially in need of improvements to accommodate tractor-trailer truck turns from Route 109 onto Route 1. In addition, the heavy seasonal traffic congestion at the intersection with near by curb cuts interferes with the flow of traffic at this intersection. The Town will administer the project locally in accordance with the Local Administered Project (LAP) requirements.

MATERIALS AVAILABLE FOR VIEWING AT THE TOWN OFFICE

The following materials are available at the Town Office & MDOT for viewing:

- Aerial photos of the Intersection (Town)
- Intersection Improvement Concept (Town)- (see attached)
- Existing Intersection Plans or data (MDOT)

Copies of these materials as well as the electronic files for the project area will be provided to the selected consultant.

SCOPE OF SERVICES

The consultant shall provide services necessary to assist the Town with the project administration of the Intersection Improvement project from preliminary design through construction to project completion in accordance with the process requirements of a Locally Administered Project (LAP). Consultant services will include, but not be limited to the following:

1) Survey/Right-of-Way
2) Preliminary and final Design and Project Cost Estimate
3) ROW Acquisition Services (desired but not necessary)
4) Public Participation
5) Utility Coordination
6) Environmental Permitting and Documentation
7) Preparation of Bid Documents
8) Construction Cost Estimating
9) Construction Administration and Inspection Services
10) Funding Application Assistance

SUBMISSION REQUIREMENTS

A. **Title Page:** Show the submittal subject, name of firm, local address, telephone number, name of contact person and date.

B. **Letter of Transmittal:** Provide a brief letter summarizing qualifications and project understanding.

C. **Table of Contents:** Include a clear identification of the materials by section and by page number.

D. **Company Profile:** Provide an overview of the company including location, number of staff, and describe the services the firm provides.

E. **Project Team:** Identify the project team members that will be assigned to the project and their capabilities.

F. **Relevant Experience/Qualifications:** Provide information regarding the company's relevant experience related to the services required for the proposed project.

G. **Workload Capacity:** Indicate the company's workload and capacity for the firm to perform the work on a reasonable schedule.

H. **Funding Experience:** Describe the projects your firm has undertaken that were either directly or partially funded by either or both, State and Federal funds.

I. **References:** List the names, addresses, and telephone numbers of representatives of five current or recent clients who are familiar with the work your firm has done.

J. **Additional Data:** Provide any additional data you consider essential to the submittal.

SELECTION CRITERIA

The selection team will consist of the Town's Board of Selectmen, Town Manager and Assistant Road Commissioner. The following guidelines will be used when reviewing and ranking the consultant submittals:

1) Personnel Qualifications and Relevant Individual Experience
2) Corporate Experience on Similar Projects
3) Local Administered Projects (LAP) Certified Staff/ Municipally Managed Project Experience
4) Availability

These guidelines are listed in the order of relative importance.

A minimum of three (3) consultants will be selected for an interview. Upon completion of the interview process, the selected consultant will be notified and will have to provide a technical submittal and price proposal. If an acceptable contract cannot be negotiated with the selected consultant, the second consultant chosen will be contacted.

TERM

The duration of the contract shall be for three (3) years from the date of its execution. The Town reserves the right to negotiate an additional one (1) year renewal with the selected consultant. The Town will announce its intention prior to the end of the contract period.

INDEMIFICATION AND INSURANCE

The successful Consultant selected shall agree to indemnify and hold the Town harmless from claims, demands, suits, causes of action and judgments arising from the Consultants performance, including claims of professional malpractice or negligence.

The above referenced indemnity shall be in addition to and as a complement to the required contract provisions for federally-funded contracts contained in the State of Maine Department of Transportation's Consultant General Conditions dated July 1, 2002 and related Supplement to these Consultant General Conditions dated December 9, 2002. The Consultant General Conditions may be found at http://www.state.me.us/mdot/contractor-consultant-information/contractor_cons.php.

Certified DBE

(Disadvantaged Business Enterprise) Consultants by the Maine Department of Transportation are encouraged to apply as the prime Consultant for this work. Non-DBE Consultants shall ensure that DBE's, have the maximum opportunity to participate in the performance of the Contract. The Department has established a current annual aspirational effort for DBE utilization of 8%. More information may be found about Maine DOT, February 2003, "Certified Disadvantaged and Women Business Enterprise" directory, available at: (http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm)
Firms certified by another state's transportation agency must be certified by Maine DOT.

Example RFP

Request for Proposals

ENGINEERING DESIGN & CONSTRUCTION SERVICES

PEDESTRIAN/ BICYCLE PATHWAY

The Town of Yarmouth, Maine is requesting engineering services for survey, design and construction engineering services for a new ¾ mile pedestrian and bicycle pathway along Route One from Forest Falls Drive to the East Main Street ramp. The work includes assisting the Town in locally administering this Town, Maine Department of Transportation (MDOT) and Federal funded project.

A pre-proposal meeting will be held at 9:00 am on Friday, February 13, 2004 and all consultants are invited. Attendance is not a pre-requisite to submitting a proposal.

The full RFP may be obtained by calling the Town Engineer, Yarmouth, Maine at (207) 846-4971. Completed proposals must be returned to the Town Engineer, Town of Yarmouth, 200 Main Street, Yarmouth, Maine 04096 by 12:00 Noon on Friday, February 27, 2004

The Town of Yarmouth reserves the right to reject any or all proposals; waive any defects, informalities and minor irregularities; to accept exceptions to these specifications; and make such award or act otherwise as it alone may deem in its best interest.

Proposed Legal Ad to be published in the Maine Sunday Telegram, once on Sunday, February 8, 2004

TOWN OF YARMOUTH, MAINE
REQUEST FOR PROPOSALS FOR

ENGINEERING DESIGN & CONSTRUCTION SERVICES
ROUTE ONE PEDESTRIAN/ BICYCLE PATHWAY PHASE I

The Town of Yarmouth, Maine is requesting engineering services for survey, design and construction engineering services for new ¾ mile pedestrian and bicycle pathways along Route One from Forest Falls Drive to the East Main Street ramp. The work includes assisting the Town in locally administering this Town, Maine Department of Transportation (MDOT) and Federal funded project.

A pre-proposal meeting will be held at 9:00 am on Friday, February 13, 2004 and all consultants are invited. Attendance is not a pre-requisite to submitting a proposal.

Five (5) copies of Proposals must be clearly marked: "Engineering Services Proposal - Route One Pedestrian/Bicycle Pathway Phase I". Completed proposals must be delivered by 12:00 Noon on Friday, February 27, 2004 to:

Dan Jellis, P.E., Town Engineer
Town of Yarmouth
200 Main Street
Yarmouth, Maine 04096

Submittals delivered after the deadline will not be considered. All questions shall be directed in writing to the above office (e-mail is acceptable) and must be received by 4:00 p.m. local time on February 20, 2004 in order to assure that any response or changes can be properly disseminated to the all interested parties by 4:00 p.m. on February 24, 2004.

BACKGROUND

In November 2002, The Town of Yarmouth completed a Town/ MDOT funded facility plan for a 2+ mile Pedestrian / Bike Pathway along Route One from the northern end of an existing pathway (known as the Beth Condon Pathway) at Forest Falls Drive to the YMCA in Freeport. The Town Council approved the study and proposed path location in June 2002. State funding was appropriated for Phase I in the November 2003 Statewide bond issue. MDOT and Town funding has been authorized and an MDOT/ Town agreement is ready for execution. We are awaiting the release of the approved funds and expect to have funds authorized and an agreement executed with MDOT within approximately 60 days. This pathway project will extend from Forest Falls Drive to the East Main Street ramp as shown as Phase I in the November 2002 Study. The Town will administer the project locally in accordance with the MDOT's Local Administered Project (LAP) requirements. Project work may begin as soon as an Agreement between the Town and selected engineer is approved by the State.

MATERIALS AVAILABLE TO PROPOSERS FOR VIEWING AT THE TOWN OFFICE

The following materials are available at the Town Office for viewing:

- Aerial photos of the project site
- Beth Condon Memorial Pathway Feasibility Study, November 2002
- Draft MDOT/Town Agreement for this project

Copies of these materials as well as available electronic files will be provided to the selected Engineer.

SCOPE OF SERVICES

The Engineer shall provide engineering and administrative services necessary to assist the Town with the project from preliminary design through construction to project completion in accordance with MDOT process requirements of a Locally Administered Project (LAP). Engineer services will include, but not be limited to the following:

1) Survey/Right-of-Way delineation. [The entire project is within MDOT ROW]
2) Preliminary and Final Design: The Design shall be consistent with MDOT construction requirements and specifications and AASHTO.
3) Public Participation: The consultant shall conduct two public participation meetings. One to kick-off the project and to obtain public concerns and comments on how the project should proceed, and the second public meeting after completion of the preliminary design to obtain feedback about possible impacts and any required mitigation measures. The consultant shall provide hearing plans for such meetings.
4) Utility Coordination that meets the requirements of the Federal Funding.
5) Environmental Permitting and Documentation: The consultant will prepare and submit all necessary permits with the exception of NEPA and Maine Historic Preservation Committee sign off. All permits will be submitted to MDOT for a cursory review
6) Preparation and printing of Bid Documents
7) Construction Cost Estimate
8) Technical Specifications
9) Evaluation of bids received and recommendation for award of contract.
10) Construction Administration and Inspection Services, including shop drawing and submittal reviews and approvals.
11) Preparation and submittal of as-built drawings and electronic files
12) Attend a minimum of 2 project team coordination meetings. One to kick-off project and one during design.
13) Provide monthly progress reports.

OTHER ANTICIPATED PROJECT TASKS

- The selected engineer will work under the general direction of the Town Engineer with advice and guidance from the Town Public Works Director and the Town's Pedestrian and Bicycle Safety Committee (PBSC).
- The selected engineer will evaluate the pros and cons of alternative path routing along the ramp from East Main Street to Route One (A portion of Segment "D") for recommendation by the PBSC and for public presentation and approval by the Town Council before final design of this Segment.
- Segment "D" (as approved by the Council) and Segment "E" are expected to be bid as alternates for construction. Construction of these segments may depend on budget limitations or the outcome of an on-going traffic study of Route One from the East Main Street overpass to the North.
- Design shall be consistent with MDOT construction requirements and specifications and current AASHTO Guide for the Development of Bicycle Facilities.
- Submit 10 copies of the preliminary design plan to Town staff, MDOT, and PBSC. Meet (along with Town Staff) with PBSC to review and obtain comments prior to final design.
- The Engineer will obtain and certify the required project documentation to ensure the Engineer, Sub consultants, Construction Contractor and subcontractor meet the Federal and State administrative requirements of this MDOT Locally Administered Project. The Town will prepare and submit project partial payment requests to MDOT.

PROPOSAL SUBMISSION REQUIREMENTS

The proposals may be in any format that works best for RFP respondents, but shall include as a minimum, the following information:

- **Transmittal Letter:** A brief letter summarizing project team's qualifications, project understanding and project approach.
- **Company profile:** Firm size, qualifications and services.
- **Project Team:** Names of project manager and relevant team members that will be assigned to this project with their capabilities and experience with similar projects.
- **Project Approach:** Outline of scope of work and approach with estimated timeline. The consultant should provide a schedule of deliverables including milestones for submittal for review and approval of such items as obtaining approval for 50 percent and 90 percent completion of final design and dates for public participation.
- **Project Administration:** Experience with MDOT Local Administered Projects (LAP), Federal and State requirements and your approach to meeting those requirements.
- **Workload Capacity:** Firm's workload and capacity to perform the work on a reasonable schedule. The Town desires that the Consultant have sufficient resources to get this project out to bid so that construction work begins by summer 2004, paving completed by October 15 and that all work is substantially completed by end of the year.

- **References:** Names, addresses, and telephone numbers of representatives of current or recent clients familiar with the work your firm and project team (three suggested). Include a Contact Person and telephone number for each reference.
- **Sealed Cost Proposal:** Provide a sealed cost proposal in a separate envelope. Include as a minimum: 1) Expected method of payment with a Not-to-Exceed cost; 2) All direct and indirect costs for performing the work; 3) A person-hour breakdown by discipline with hourly costs; and 4) A cost breakout for attending extra meetings beyond those considered in your proposal scope of work
  All costs shall be in accordance with the Maine Department of Transportation Policy on reimbursement of consultant salary and overhead caps. This policy applies to all direct and indirect costs. For details, see www/maine.gov/mdot/contractor-consultant-informatino/contractor-cons.php.
- **Additional Data:** Provide any additional data you consider essential to the submittal.

SELECTION PROCESS AND CRITERIA

The proposal review team will include Town Engineer and Public Works Director with final selection approved by PBSC. The following guidelines will be used when reviewing and ranking the Engineer submittals:

1.	Project team qualifications and relevant experience with similar projects and LAP's	15 Pts
2.	Company experience with similar projects	30 Pts
3.	Approach to Project Scope	10 Pts
4.	Reference's satisfaction with quality, timeliness and budget management	25 Pts
5.	Availability and ability to meet deadlines	20 Pts
Total Possible Points		100 Pts

Engineers with top ranking proposals may be selected for an interview. The cost proposal from the selected consultant will be opened and a contract negotiated for the services if the Town Selection Committee finds everything satisfactory and within budget funding. If an acceptable contract cannot be negotiated with the finalist, the second ranking Engineer will be contacted.

After an agreement has been reached with the selected engineer, the cost proposals from all others will be returned unopened. A final selection is expected to be made no later than March 12, 2004.

Following final selection, the parties shall execute a contract based on this RFP, the MDOT/ Town Agreement, MDOT requirements and selected Engineer's proposal. Project work under this proposal may not begin until the Town of Yarmouth and the successful Consultant execute a Contract and the Town receives notice from MDOT that the federal and state funds have been appropriated and are available.

GENERAL CONDITIONS AND REQUIREMENTS

MDOT General Contract Provisions: The Engineer shall ensure Engineer and Contractor compliance with the required contract provisions for federally-funded contracts contained in the current revision of State of Maine Department of Transportation's Consultant General Conditions and related Supplement to these Consultant General Conditions. The Consultant General Conditions may be found at http://www.state.me.us/mdot/contractor-consultant-information/contractor_cons.php.

Certified DBE (Disadvantaged Business Enterprise)
Certified DBE's are encouraged to apply as the prime Engineer for this work. Non-DBE Consultants shall ensure that DBE's, have the maximum opportunity to participate in the performance of the Contract. The Department has established a current annual aspiration effort for DBE utilization of 8%. Firms certified by another state's transportation agency must be certified by Maine DOT. More information may be found about Maine DOT's "Certified Disadvantaged and Women Business Enterprise" directory at:
http://www.state.me.us/mdot/disadvantaged-business-enterprises/dbe-home.php
The completed form must be submitted with the proposal.

Indemnification and Insurance:
The selected engineer shall agree to indemnify and hold the Town harmless from claims, demands, suits, causes of action and judgments arising from the Engineer's performance, including claims of professional malpractice or negligence.

The Town of Yarmouth reserves the right to reject any or all proposals; waive any defects, informalities and minor irregularities; to accept exceptions to these specifications; and make such award or act otherwise as it alone may deem in its best interest.

QUESTIONS

Any questions or comments concerning this RFP or the project shall be directed only to W. Daniel Jellis at 846-4971, or via e-mail to djellis@yarmouth.me.us.

GENERAL CONSULTANT AGREEMENT

MDOT PROGRAM / DIVISION / OFFICE:_____
MDOT Contact Person:_____
Type of Services:_____

AGREEMENT #:_____

AGREEMENT ORDERING PERIOD: _____

AGREEMENT EXPIRATION DATE: _____

MAXIMUM AMOUNT: _____

This General Consultant Agreement (hereinafter referred to as "Agreement") is entered into by and between the **STATE OF MAINE,** acting through and by its **DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as "Department"), an agency of state government with its principal administrative offices located at 2 Child Street, Augusta, Maine, with a mailing address of 16 State House Station, Augusta, Maine 04333-0016, and

_____,
Federal Tax I.D. #_____, a corporation or other legal entity (hereinafter referred to as "Consultant"), with its principal place of business located at

_____
_____. Said entities or individuals being collectively referred to as the Parties.

The Department and the Consultant, in consideration of the mutual promises set forth in this Agreement, hereby agree as follows:

A. The Scope of Work

The Consultant agrees to provide services related to construction projects for the Department of Transportation of the general type(s) checked below during the term of this Agreement in accordance with the Project Contract, Consultant General Conditions, any Supplements to Consultant General Conditions, or other relevant documents.

_____**100 PLANNING**

[ ] 101 Transit Planning
- [ ] 101.1 Technical Assistance for Transit Planning and Operations
- [ ] 101.2 Rural Needs Studies
- [ ] 101.3 Urban Needs Studies
- [ ] 101.4 Transit Connectivity Studies
- [ ] 101.5 Ridership Forecasts
- [ ] 101.6 Planning for Inter-modal Facilities

[ ] 102 Passenger Rail Planning
- [ ] 102.1 Transit Marketing
- [ ] 102.2 Marketing Studies

[ ] 103 Feasibility Studies
[ ] 104 Marine Planning
[ ] 105 Bicycle/Pedestrian Planning
[ ] 106 Aviation Planning
[ ] 107 Planning / Location / NEPA Studies
[ ] 108 Freight Planning
    [ ] 108.1 Port Studies
    [ ] 108.2 Truck Size and Weight Studies
    [ ] 108.3 Air Freight
    [ ] 108.4 Freight Rail Planning
[ ] 109 Public Meetings
[ ] 110 ITS Projects
    [ ] 110.1 Design
    [ ] 110.2 Develop
    [ ] 110.3 Manage IT Projects
[ ] 111 Land Use Planning

_____**200 DESIGN**

[ ] 201 Building Design
    [ ] 201.1 Inter-modal Terminals
    [ ] 201.2 HVAC Systems
    [ ] 201.3 Warehouses
    [ ] 201.4 Garages
    [ ] 201.5 Offices
    [ ] 201.6 Rest Area / Visitor Centers

[ ] 202 Highway Design
    [ ] 202.1 Major
    [ ] 202.2 Minor
    [ ] 202.3 Reconstruction/Rehabilitation
[ ] 203 Bridge Design
    [ ] 203.1 Major
    [ ] 203.2 Culvert and Minor Bridge
    [ ] 203.3 Bridge Reconstruction/Rehabilitation
[ ] 204 Design-Build
    [ ] 214.1 Document Development
    [ ] 214.2 Procurement
    [ ] 214.3 Oversight
    [ ] 214.4 Construction Support Services
[ ] 205 Marine Facilities
    [ ] 205.1 Piers
        [ ] 205.11 Small
        [ ] 205.12 Large
        [ ] 205.12 Ferry
    [ ] 205.2 Boat Landing / Launches
    [ ] 205.3 Moorings / Floats
[ ] 206 Rail Facilities
    [ ] 206.1 New Construction

[ ] 206.2 Track Rehabilitation
[ ] 206.3 Highway / Rail Intersections
[ ] 206.4 Wayside Signal Systems
[ ] 206.5 Bridges
[ ] 206.6 Rail Sidings
[ ] 206.7 Platforms / Train-ways
[ ] 207 Aviation Facilities
[ ] 208 Pedestrian/Bicycle Trail Design (Off-road)
[ ] 209 Intersection Improvement Designs
[ ] 209.1 Signal Light Design
[ ] 209.2 Turning Movements and Traffic Counts

[ ] 210 Interior Design

_____**300 <u>SURVEY & MAPPING</u>**
[ ] 301 Surveying
[ ] 301.1 GPS
[ ] 301.11 Geodetic
[ ] 301.12 Topographic
[ ] 301.13 Photogrammetric Targeting
[ ] 301.2 Traditional Survey
[ ] 301.21 Topographic
[ ] 301.22 Boundary
[ ] 301.23 Construction
[ ] 301.24 Cyrax
[ ] 301.3 Bathymetric (Fathometer)
[ ] 301.4 Noise Studies

[ ] 302 Aerial Photography
[ ] 302.1 Traditional for Mapping
[ ] 302.2 Helicopter Based Aerial for Mapping
[ ] 302.3 Digital Aerial Photography for Mapping
[ ] 302.4 LIDAR
[ ] 302.5 Close Range Aerial Photography

[ ] 303 Photogrammetric Mapping Services
[ ] 303.1 Aerotriangulation
[ ] 303.2 ABGPS Adjustment
[ ] 303.3 Analytic Compilation
[ ] 303.4 Softcopy Compilation
[ ] 303.5 Photogrammetric Scanning
[ ] 303.6 Orthophotography
[ ] 303.7 Close Range Photogrammetric Mapping

[ ] 304 Satellite Imagery

_____**400 <u>RIGHT OF WAY SERVICES (Full Range)</u>**
[ ] 401 Preliminary Ownership Information Services
[ ] 402 Preparation of Right of Way Project Data Packages

[ ] 402.1 Valuation and Appraisal Services
[ ] 402.2 Right of Way Negotiations
[ ] 402.3 Relocation Field Services
[ ] 402.4 Relocation Assistance Casework Services
[ ] 402.5 Right of Way Resource Cost Estimating
[ ] 403 Property Management

_____**500 ENVIRONMENTAL**

[ ] 501 Environmental Services
[ ] 501.1 Landscape Architecture
[ ] 501.2 Hydrogeology and Contamination
[ ] 501.3 Natural Resource Mitigation
[ ] 502 Environmental Field Studies
[ ] 502.1 Natural Resource Identification
[ ] 502.2 Natural Resource Assessment
[ ] 503 Geotechnical Design and Geophysical Services
[ ] 503.1 Geological and Geophysical
[ ] 503.2 Geotechnical Engineering/Design
[ ] 503.3 Hydraulics and Hydrologic Studies
[ ] 503.4 Geotechnical Field Investigation

_____**600 INSPECTION, TESTING, & CONSTRUCTION MANAGEMENT**

[ ] 601 Highway
[ ] 601.1 Inspection
[ ] 601.2 Construction Management
[ ] 602 Bridge
[ ] 602.1 Inspection-
[ ] 602.2 Construction Management
[ ] 603 Marine Facilities
[ ] 603.1 Inspection
[ ] 603.2 Construction Management
[ ] 604 Railroad Facilities
[ ] 604.1 Inspection
[ ] 604.1 Construction Management
[ ] 605 Aviation Facilities
[ ] 605.1 Inspection
[ ] 605.2 Construction Management
[ ] 606 Buildings
[ ] 606.1 Inspection
[ ] 606.2 Construction Management
[ ] 607 Fabrication Inspection
[ ] 608 Materials Testing/Inspection
[ ] 609 Traffic Project Inspection
[ ] 610 Asbestos Testing/Remediation
[ ] 611 Forensic Inspections

_____**700 UTILITY SERVICES**

[ ] 701 Utility Coordination

[ ] 702 Vacuum Excavations
[ ] 703 Subsurface Utility Engineering

_____**800 PUBLIC RELATIONS / OTHER PROFESSIONAL SERVICES**

[ ] 801 Media Consultant
[ ] 802 Legal Consultant
[ ] 803 Architectural Services
    [ ] 803.1 Structural Models/Conceptual Displays
[ ] 804 Management Studies
[ ] 805 Technical Writing / Reports

_____**900 TRAINING/SPECIALITIES**

[ ] 901 Training
    [ ] 901.1 Materials
    [ ] 901.2 Production
    [ ] 901.3 Safety Training/Inspection support
    [ ] 901.4 Specialty Training;_____

B. Time

The Period of this Agreement shall run from the date of execution until July 31, _____. Negotiations of individual tasks, Project Contracts, can take place at any time during the Ordering Period of this Agreement. Unless a specific project completion date is specified in a Project Contract, all Project Contracts shall be completed within 12 months of the end date of the Ordering Period of this Agreement which is _____. Department and Consultant may make minor changes to the scope of work or terminate the Project Contract.

C. Compensation

Compensation for Project Contracts under this Agreement shall be negotiated and set forth in the Project Contract and may be based upon any of the following compensation methods: (a) cost plus fixed fee, (b) hourly rate, (c) lump sum, or (d) cost per unit of work.

The Maximum Amount for the total of all Project Contracts entered into under this General Consultant agreement shall not exceed Three Million Dollars ($3,000,000.00), and the maximum Project Contract amount shall not exceed Five Hundred Thousand Dollars ($500,000.00).

D. Representations

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

1. All of the material statements, representations, covenants, and/or certifications provided during the selection process and included in this Agreement are complete and accurate.

2. The Consultant knows of no legal, contractual, or financial impediment to entering into this Agreement.

3. The person signing below is legally authorized by the Consultant to sign this Agreement on behalf of the Consultant and to legally bind the Consultant to the terms of the Agreement.

In Witness Whereof, the Consultant, for itself, its successors and assigns, hereby execute two (2) originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in this Agreement. The effective date of this Agreement will be on the date last signed below.

CONSULTANT

_____	_____
Date	(Signature)
	_____
	(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	(Signature)
	_____
	(Name and Title Printed)

PROJECT CONTRACT UNDER A GCA
(Cost Plus Fixed Fee)

MAINEDOT PROGRAM / DIVISION / OFFICE:_____
MaineDOT CONTACT PERSON: _____
TYPE OF SERVICES: _____

Project Location:_____
State P.I.N. #: _____
Only)_____
Federal P.I.N. #:_____
Appropriation #:_____
Consultant Federal Tax I.D. #:_____

Project Contract Maximum Amount:_____
Project Contract Begin Date:(For Office Use

Project Contract Completion Date:_____
GCA Agreement Number:_____
GCA Ordering Period Dates:_____

This Project Contract (hereinafter referred to as "Contract") is entered into by and between the State of Maine, acting through and by its Department of Transportation (hereinafter referred to as "MaineDOT"), 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 (hereinafter referred to as "the Consultant") organized under the laws of the State of _____, with its principal place of business located at _____.
(Original State of Incorporation)

The following attachments are hereby incorporated into this agreement by reference:

Appendix A – Consultant's Proposal (Detailed Scope of Work)
Appendix B - DBE/WBE Utilization Plan

This Contract is subject to compliance with the Disadvantaged Business Enterprise (DBE) Program requirements as set forth by the Maine Department of Transportation.

MaineDOT and the Consultant, in consideration of the mutual promises set forth in this Contract, hereby agree as follows:

A. **The Scope of Work.** The Consultant agrees to complete all work as detailed in the attached proposal which is made a part of this Contract and;

The Consultant shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the work detailed in the Detailed Scope of Work and;

MaineDOT shall have the right to alter the nature and extent of the work as provided in this Contract, payment shall be made as provided in this Contract.

B. **Time.** This Contract shall become effective on the date last signed and that date shall constitute the earliest date for which work may commence.

The Consultant agrees to complete all work on or before _____, 200___.

C. **Method of Payment and Price**

The method of payment for this Contract is: Cost Plus Fixed Fee

Breakdown of Cost Plus Fixed Fee:	Direct Salary:	$_____
	Overhead:	$_____
	Fixed Fee:	$_____
	Estimated Direct Expenses:	$_____

The Maximum Amount includes the direct salary, direct expenses, fixed fee, and overhead rate when the Cost Plus Fixed Fee method of payment is used.

For all services rendered under the terms of this Contract, compensation shall be made based on direct salary, fixed fee, overhead rate, and direct expenses. MaineDOT shall pay the Consultant on a monthly basis for services rendered under this Contract. Direct expenses shall be reimbursed at cost, and travel expenses shall be reimbursed in accordance with the current per diem/mileage rates located at :

http://www.maine.gov/bac/travel/per_diem.htm

The mutually agreed upon **Maximum Amount** for this Contract is:

Maximum Amount: _____ _____
(written narratively here) **$ (written numerically here)**

The Maximum Amount indicated in this Contract does not constitute an obligation by MaineDOT to pay the Consultant this amount in its entirety under the current terms and conditions of this Contract; however, it does constitute the maximum amount that can be paid under this Contract.

D. **Overhead Rate.** The provisional overhead rate for this Contract is _____ percent which is based upon an Audited Overhead Report reviewed and approved by MaineDOT's Office of Audit and which is within MaineDOT's overhead cap for the type of services provided pursuant to this Contract. The actual overhead rate for this Contract shall be determined by a final audit performed by MaineDOT after expiration of this Contract. In no event shall the actual overhead rate for this Contract exceed _____ percent, which is MaineDOT's cap for the type of services provided pursuant to this Contract.

Adjustments to the Contract price shall be made subject to the mutual agreement of the Parties.

E. **Team Members**. Please list names of the Project Manager, Chief Designer, other key personnel, and primary Subconsultants you are using for this Contract. No substitutions of the key Consultant Team Members are allowed without prior notification and approval by MaineDOT.

Project Manager: _____

Chief Designer: _____

Other Key Personnel: _____

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

F. **Contract.** The Consultant agrees to be bound by the terms and requirements of the Consultant General Conditions, dated **July 1, 2002,** Supplement #1 to those General Conditions dated **December 9, 2002**, and by the General Consultant Agreement dated _____, Contract Number _____, which are hereby incorporated by reference. MaineDOT may unilaterally terminate this Contract for default, cause or convenience.

G. **Representations.** By signing below, the Consultant hereby represents that to the best of the Consultant's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Contract documents, including those in the Consultant General Conditions, and the General Consultant Agreement are still complete and accurate as of the date of this Contract.

2. The Consultant knows of no legal, contractual, or financial impediment to entering into this Contract.

3. The person signing below is legally authorized by the Consultant to sign this Contract on behalf of the Consultant and to legally bind the Consultant to the terms of this Contract.

H. **Offer.**

The undersigned, having carefully examined the site of work, scope of work, Consultant General Conditions, General Consultant Agreement (if applicable); and Contract Insurance contained herein for professional and engineering services for:
_____, State of Maine, hereby propose (type and location of services being provided by Consultant)

and offer to enter into this Contract to supply all the professional services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed in Section C above.

The Offeror agrees to perform the work required at the price specified above and in accordance with the terms of this Contract and to provide the appropriate insurance if this offer is accepted by MaineDOT in writing.

The Offerer also agrees:

First: To do any extra work, not covered by the "Scope of Work, Work Schedule or the Appendix A proposal", which may be required by MaineDOT, and to accept as full compensation the negotiated rates noted in Section C and related contract modifications.

Second: That insurance (and a current Certificate of Insurance) as specified in the Consultant General Conditions and/or this Contract will be provided before any work commences under this Contract. If the level of insurance is specified in this Contract, that amount will supersede the requirements outlined in the General Conditions.

Consultant shall name the Maine Department of Transportation as an additional insured on the Consultant's Commercial General Liability Insurance Policy.

Third: To begin the work on the date specified herein, and to complete the work within the time limits herein in accordance with the terms and conditions of this Contract.

Fourth: That this offer shall remain open for 30 calendar days after the date of submission of proposal.

IN WITNESS WHEREOF, the Consultant, for itself, its successors and assigns, hereby execute two (2) originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONSULTANT

_____ _____

Date (Signature)

_____

(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

_____ _____

Date (Signature)

_____

(Name and Title)

MODIFICATION TO PROJECT CONTRACT UNDER A GCA

MAINEDOT PROGRAM / DIVISION / OFFICE:_____
MaineDOT Contact Person:_____
Type of Services:_____

Project Location: _____
State P.I.N. #: _____
Federal P.I.N. #: _____
Appropriation #: _____
Federal Tax I.D. #: _____

Original Project Contract Maximum Amount: _____
Original Project Contract Completion Date: _____
Modified Project Contract Maximum Amount: _____
Modified Project Contract Completion Date: _____
GCA Unencumbered Number:_____
GCA Ordering Period Dates: _____

This Modification hereby amends a Project Contract that was executed by MaineDOT on _____, 200__ with _____ for _____ services for the above referenced project as follows:

The following attachments are hereby incorporated into this Modification by reference:

Appendix A – Consultant's Modified Proposal (Modified Scope of Work)
Appendix B - DBE/WBE Utilization Plan (when maximum amount is increased)

When there is an increase in maximum amount, this Modification is subject to compliance with the Disadvantaged Business Enterprise (DBE) Program requirements as set forth by the Maine Department of Transportation.

1. The Contract Completion Date of the Project Contract shall be extended from _____ to _____.

2. The services to be provided by the Consultant specified in the Project Contract shall be modified by _____.

3. The maximum amount of the Project Contract shall be increased by: $_____ from $_____ to $_____ due to a change in scope of work as provided in Appendix _____ to this Modification.

Breakdown of Cost Plus Fixed Fee:	Direct Salary:	$_____
	Fixed Fee:	$_____
	Overhead:	$_____
	Estimated Direct Expenses:	$_____

For all services rendered under the terms of the Contract, compensation shall be made based on direct salary, fixed fee, overhead rate, and direct expenses. MaineDOT shall pay the Consultant on a monthly basis for services rendered under the Contract. Direct expenses shall be reimbursed at cost, and travel expenses shall be reimbursed in accordance with the current per diem/mileage rates located at: http://www.maine.gov/bac/travel/per_diem.htm

All other terms and conditions of the original Project Contract shall remain in effect. MaineDOT and the Consultant by their duly authorized representatives, have executed this modification to said original Project Contract on the date last signed below.

(TYPE IN CONSULTANT FIRM HERE}

By:_____
(Signature)

_____
(Typed Name and Title)

_____
(Date Signed)

MAINE DEPARTMENT OF TRANSPORTATION

By:_____
(Signature)

_____
(Typed Name and Title)

_____
(Date Signed)

Project Contract under GCA - Revised 7/19/03

PROJECT CONTRACT
(Cost Plus Fixed Fee)

MAINEDOT PROGRAM / DIVISION / FFICE:_____
MAINEDOT Contact Person:_____
TYPE OF SERVICES:_____

Project Location:_____
State P.I.N. #: _____
Federal P.I.N. #:_____
Appropriation #:_____
Consultant Federal Tax I.D. #:_____

Project Contract Maximum Amount:_____
Project Contract Begin Date:(For Office Use Only)_____
Contract Completion Date:_____

This Project Contract (hereinafter referred to as "Contract") is entered into by and between the State of Maine, acting through and by its Department of Transportation (hereinafter referred to as "MaineDOT"), 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 (hereinafter referred to as "the Consultant") organized under the laws of the State of _____, with its principal place of business located at _____. (Original State of Incorporation)

The following attachments are hereby incorporated into this agreement by reference:

Appendix A – Consultant's Proposal (Detailed Scope of Work)
Appendix B - DBE/WBE Utilization Plan

This Contract is subject to compliance with the Disadvantaged Business Enterprise (DBE) Program requirements as set forth by the Maine Department of Transportation.

MaineDOT and the Consultant, in consideration of the mutual promises set forth in this Contract, hereby agree as follows:

A. The Scope of Work

The Consultant agrees to complete all Work as detailed in the attached proposal which is made a part of this contract and;

The Consultant shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work detailed in the Detailed Scope of Work and;

MaineDOT shall have the right to alter the nature and extent of the Work as provided in this Contract, payment shall be made as provided in this Contract.

B. Time

This Contract shall become effective on the date last signed and that date shall constitute the earliest date for which Work may commence.

The Consultant agrees to complete all project deliverables as outlined in this Contract on or before the Contract Completion Date which is _____, 200___.

C. Method of Payment and Price

The method of payment for this Contract is: Cost Plus Fixed Fee

Breakdown of Cost Plus Fixed Fee:	Direct Salary:	$_____
	Fixed Fee:	$_____
	Overhead:	$_____
	Estimated Direct Expenses:	$_____

For all services rendered under the terms of this Contract, compensation shall be made based on direct salary, fixed fee, overhead rate, and direct expenses. MaineDOT shall pay the Consultant on a monthly basis for services rendered under this Contract. Direct expenses shall be reimbursed at cost, and travel expenses shall be reimbursed in accordance with the current per diem/mileage rates located at: http://www.maine.gov/bac/travel/per_diem.htm

The Maximum Amount includes the direct salary, fixed fee, overhead rate, and direct expenses indicated in this Contract. It does not constitute an obligation by MaineDOT to pay the Consultant this amount in its entirety under the current terms and conditions of this Contract; however, it does constitute the maximum amount that can be paid under this Contract.

The mutually agreed upon **Maximum Amount** for this Contract is:

Maximum Amount: _____ _____
(written narratively here) **$ (written numerically here)**

D. Overhead Rate

The provisional overhead rate for this Contract is _____ percent which is based upon an Audited Overhead Report reviewed and approved by MaineDOT's Office of Audit and which is within MaineDOT's overhead cap for the type of services provided pursuant to this Contract. The actual overhead rate for this Contract shall be determined by a final audit performed by MaineDOT after expiration of this Contract. In no event shall the actual overhead rate for this Contract exceed _____ percent which is MaineDOT's cap for the type of services provided pursuant to this Contract.

E. Team Members. Please list names of the Project Manager, Chief Designer, other key personnel, and primary Subconsultants you are using for this Contract. No substitutions of the key Consultant Team Members are allowed without prior notification and approval by MaineDOT.

Project Manager: _____

Chief Designer: _____

Other Key Personnel: _____

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

F. Contract

The Consultant agrees to be bound by the terms and requirements of the Consultant General Conditions, dated **July 1, 2002** and by Supplement #1 to those General Conditions dated **December 9, 2002**, which are hereby incorporated by reference. MaineDOT may unilaterally terminate this Contract for default, cause or convenience.

G. Representations

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Contract documents, including those in the Consultant General Conditions are still complete and accurate as of the date of this Contract.

2. The Consultant knows of no legal, contractual, or financial impediment to entering into this Contract.

3. The person signing below is legally authorized by the Consultant to sign this Contract on behalf of the Consultant and to legally bind the Consultant to the terms of this Contract.

H. Offer

The undersigned, having carefully examined the site of Work, scope of Work, Consultant General Conditions, and Contract Insurance contained herein for professional and engineering services for:
_____, State of Maine, hereby propose (type and location of services being provided by Consultant)
and offer to enter into this Contract to supply all the professional services, materials, tools, equipment and labor to complete the whole of the Work in strict accordance with the terms and conditions of this Contract at the prices agreed in Section C above.

The Offeror agrees to perform the Work required at the price specified above and in accordance with the terms of this Contract and to provide the appropriate insurance if this offer is accepted by MaineDOT in writing.

The Offerer also agrees:

First: To do any extra Work, not covered by the "Scope of Work, Work Schedule or the Appendix A proposal", which may be required by MaineDOT, and to accept as full compensation the negotiated rates noted in Section C and related contract modifications.

Second: That insurance (and a current Certificate of Insurance) as specified in the Consultant General Conditions and/or this Contract will be provided before any Work commences under this Contract. If the level of insurance is specified in this Contract, that amount will supersede the requirements outlined in the General Conditions. Consultant shall name the Maine Department of Transportation as an additional insured on the Consultant's Commercial General Liability Insurance Policy.

Third: To begin the Work on the date specified herein, and to complete the Work within the time limits herein in accordance with the terms and conditions of this Contract.

Fourth: That this offer shall remain open for 30 calendar days after the date of submission of proposal.

IN WITNESS WHEREOF, the Consultant, for itself, its successors and assigns, hereby execute two (2) originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONSULTANT

_____ Date

_____ (Signature)

_____ (Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

_____ Date

_____ (Signature)

_____ (Name and Title Printed)

CONTRACT NUMBER: _____

MODIFICATION TO PROJECT CONTRACT

PROGRAM/DIVISION/OFFICE:_____
MDOT Contract:_____

Project Location: _____
State P.I.N. #: _____
Federal P.I.N. #: _____
Appropriation #: _____
Federal Tax I.D. #: _____

Original Project Contract Negotiated Price: _____
Original Project Contract Expiration Date: _____
Modified Project Contract Negotiated Price: _____
Modified Project Contract Expiration Date: _____

This Modification hereby amends a Project Contract that was executed by the Department on _____, 200___ with _____ for _____ services for the above referenced project as follows:

The following attachments are hereby incorporated into this Modification by reference:

Appendix A – Consultant's Modified Proposal
Appendix B - DBE/WBE Proposed Utilization Plan

This Modification is subject to compliance with the Disadvantaged Business Enterprise (DBE) Program requirements as set forth by the Maine Department of Transportation.

1. The Contract Completion Date of the Project Contract shall be extended from _____ to _____.

2. The services to be provided by the Consultant specified in the Project Contract shall be modified by _____.

3. The negotiated price of the Project Contract shall be increased by: $_____ from $_____ to $_____ due to a change in scope of work as provided in Appendix ____ to this Modification.

The method of payment for this Modification is: Cost Plus Fixed Fee

Breakdown of Cost Plus Fixed Fee:	Direct Salary:	$_____
	Fixed Fee:	$_____
	Overhead:	$_____
	Estimated Direct Expenses:	$_____

For all services rendered under the terms of this Contract, compensation shall be made based on direct salary, fixed fee, overhead rate, and direct expenses. MaineDOT shall pay the Consultant on a monthly basis for services rendered under this

Contract. Direct expenses shall be reimbursed at cost, and travel expenses shall be reimbursed in accordance with the current per diem/mileage rates located at: http://www.maine.gov/bac/travel/per_diem.htm

The Maximum Amount includes the direct salary, fixed fee, overhead rate, and direct expenses indicated in this Contract. It does not constitute an obligation by MaineDOT to pay the Consultant this amount in its entirety under the current terms and conditions of this Contract; however, it does constitute the maximum amount that can be paid under this Contract.

All other terms and conditions of the original Project Contract shall remain in effect. The Department and the Consultant by their duly authorized representatives, have executed this modification to said original Project Contract on the date last signed below.

{TYPE IN CONSULTANT FIRM HERE}

By:_____
(Signature)

_____
(Typed Name and Title)

_____
(Date Signed)

MAINE DEPARTMENT OF TRANSPORTATION

By:_____
(Signature)

_____
(Typed Name and Title)

_____
(Date Signed)

APPENDIX A

CONSULTANT'S PROPOSAL
for Completion of

_____

Consultant Firm:
MDOT PIN #:
Consultant #:
Prepared By:

Project Name:
Project Location:
Date:

Task	Principle in Charge	Project Manager	Senior Structural	Project Engineer	Design Engineer	Traffic Engineer	Technician	Support Staff	Total
Project Management & Administration									0
Project Meetings									0
Final Highway Design (completed)									0
Final Highway Plans									0
Specifications									0
Construction Cost Estimates									0
Utility Coordination									0
Other									0
									0
									0
									0
									0
									0
TOTAL HOURS	0	0	0	0	0	0	0	0	0
LABOR RATE									
DIRECT LABOR	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

SAMPLE

Notes:

Direct Expenses

Subconsultant 1	
Subconsultant 2	
Subconsultant 3	
Mileage	
Postage	
Printing	
Photos	
Miscellaneous	
TOTAL	$ -

Total Engineering Cost

Direct Labor	$ -
Overhead	$ -
Fixed Fee	$
Direct Expenses	$ -
TOTAL	**$0**

GRAND TOTAL $ -

CONSULTANT GENERAL CONDITIONS

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GENERAL CONDITIONS FOR CONSULTANT CONTRACTS

SECTION 1 - CONTRACT INTERPRETATION

Scope of Section

This Section consists of abbreviations, definitions, and general rules of interpretation.

1.1 ABBREVIATIONS

Abbreviations are defined in the following list. Abbreviations not defined in this Section or otherwise in the Project Contract shall have the meaning that is commonly accepted in the engineering and construction industry.

AASHTO	American Association of State Highway and Transportation Officials
CFR	Code of Federal Regulations
DBE	Disadvantaged Business Enterprise
EEO	Equal Employment Opportunity
FAA	Federal Aviation Administration
FHWA	Federal Highway Administration
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
MEDOT	Maine Department of Transportation
MRSA	Maine Revised Statutes Annotated
MUTCD	Manual on Uniform Traffic Control Devices
NEPA	National Environmental Policy Act
OSHA	Occupational Safety and Health Administration
PIN	Project Identification Number
P.L.	Public Law
USC	United States Code

1.2 DEFINITIONS

Words, terms, or phrases are defined below. These definitions are applicable to both the singular and plural thereof. Words, terms, or phrases that are not defined in this section or in the General Consultant Agreement or Project Contract shall be given their plain meaning.

23 CFR Part 172. Title 23 Code of Federal Regulations, Part 172, Administration of Engineering and Design Related Service Contracts.

Additional Services. The Services to be performed for or furnished to the Department by a Consultant in accordance with a General Consultant Agreement or a Project Contract.

Agreement/Contract Modification. A bilateral agreement of both parties to the General Consultant Agreement or Project Contract which modifies the terms or conditions of the General Consultant Agreement or Project Contract.

As-Built Drawings. The drawings as issued for construction on which the construction contractor upon completion of the work has shown changes due to contract modifications (Change Orders and Supplemental Agreements), actual site conditions, and other information which Department considers to be significant.

BAFO. Best and Final Offer.

Brooks Act. Public Law 92-582, the law which establishes Federally mandated procedures for the quality based acquisition of consultant services.

Bureau/Office. A subdivision of the Department charged with the development of capital improvement projects.

Consultant. An individual or firm under contract with the Department that is bound by the Consultant General Conditions to perform services related to engineering, planning, data gathering, environmental, design, construction and maintenance of roads, bridges and other transportation facilities within Maine.

Contract: A written document between the transportation agency (Department) and the consultant that sets forth the obligations of the parties thereunder for the performance of the prescribed work.

Cost Per Unit of Work: A set rate to be charged on a project for each unit of work completed. This method of payment should be utilized when the work per unit can be determined in advance with reasonable accuracy, but the extent of the work is indefinite.

Cost Plus Fixed Fee. The actual cost incurred by the Consultant which are supported by records, including salaries, overhead, and direct expenses plus a fixed amount of fee to be paid to the Consultant upon completion of specific amounts or units of work or proportional to completion of a project. The fixed fee shall not increase unless there is a change in the scope of work approved by the Department.

Deliverables. A thing of value that a Consultant delivers to the Department in exchange for consideration from the Department pursuant to the terms of a General Consultant Agreement or a Project Contract.

Department. Maine Department of Transportation.

Direct Expenses. Expenses such as telephone, tolls, reproduction costs, per diem (requires overnight stay) and other approved subconsultant(s) costs billed at actual cost. Those direct expenses as defined in 48 CFR Part 31. The reimbursable costs for per diem (lodging and meals) shall not exceed that allowed by the Department's Administrative Policy Memorandum No. 191. Mileage shall be paid at the current amount allowed by the State of Maine, Title 5, M.R.S.A. §1541. Reproduction of plans for submittal to the Department shall be charged at actual costs. Any reproduction costs incurred for the Consultant's internal use is considered overhead expenses and not chargeable as a direct expense.

Director. An individual designated as the head of a Bureau or office.

Effective Date of General Consultant Agreement or Project Contract. The date indicated in the Agreement or Contract on which it becomes effective, but if no such effective date is indicated, it means the date on which the Agreement or Contract is signed by the last of the two parties to sign.

FAA. Federal Aviation Administration.

FHWA. Federal Highway Administration.

FRA. Federal Railroad Administration.

FTA. Federal Transit Administration.

Final Audit. The audit performed by the Department after the expiration of a contract.

General Conditions. General terms, conditions, and procedures that govern the work to be performed or furnished by Consultant with respect to any Project. General Conditions normally apply to all contracts of the issuing agency. These are differentiated from Special Provisions which would only apply to an individual contract for a specific to a type of work.

General Consultant Agreement (GCA). A multi-year agreement between the Department and the Consultant setting forth a specific period of time under which future Project Contracts may be negotiated without repeating the selection process. GCA's do not obligate money, but do require as a minimum, a duration, type of services being provided and maximum overall amount or cost limit. GCA's shall also note the maximum amount of any Project Contract negotiated under the GCA. GCA's require an unencumbered number from the State of Maine Bureau of Purchases for fund tracking purposes. A GCA may or may not include all the terms and conditions for all subsequent Project Contracts negotiated under the multi-year General Consultant Agreement. A GCA is similar in many respects to a Federal Indefinite Quantity/Indefinite Delivery (IDIQ) Contract.

Hourly Rate. The negotiated hourly rate accepted by the Department for performance of work for the duration of the Contract as outlined in said Contract.

Laws and Regulations; Laws or Regulations. Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

Lump Sum. A set amount for reimbursement, which includes all salaries, overhead, profit, and other expenses established in the Project Contract. Once a Lump Sum amount is agreed upon, the goods or services must be provided regardless of the actual cost to the consultant. A Lump Sum amount cannot be changed once the Project Contract is signed, unless there is a change in the scope of work, whereby a modification to the Project Contract may be executed, or the government estimate contained a material error. In accordance with 23 CFR Part 172.5(c) lump sum agreements are subject to a prenegotiation audit.

Maximum Amount. The sum of the costs of all services and other charges that the Department is obligated to pay a Consultant pursuant to a General Consultant Agreement or Project Contract.

Prenegotiation Audit. An examination of a consultant's records made in accordance with generally accepted auditing standards. Such audit is required for consultant contracts which obligate in excess of $250,000 and shall take place prior to the award of a contract.

Project. Any unit of work or study for which a consultant selection is made and a Contract entered into.

Project Contract. A binding agreement between the Department and the Consultant relating to a specific task or project with a defined scope of work and compensation negotiated pursuant to the Consultant General Conditions. Consultant Project Contracts can be stand-a-lone or negotiated under the umbrella of a general multi-year General Consultant Agreement (GCA).

Project Manager: An employee of the Department designated to oversee the performance of a consultant performing contracted services on a project. Individual assigned the responsibility for managing project scope, budget, and schedule.

Proposal. An offer as part of a negotiation made by a consultant to the Department in reply to a Request For Proposal (RFP) which forms the technical and price basis when entering into a mutually binding contract. (Refer to 48 CFR Chapter One Part 2.101 definitions)

Provisional Overhead Rate. The amount of compensation due to a Consultant that is subject to permanent adjustment as a result of final audit by the Department.

Rates. The rate paid a Consultant for performance of work.

Request for Proposal. The Departmental request to a consultant or group of consultants for accomplishment of a specific Scope of Work. The consultant response shall be in the form of a technical and price proposal in the format required by the Department. (See Proposal)

Request for Qualifications. The Departmental request to the consultant community requesting an outline of the firm's ability to provide consultant and professional services in a particular area of need, discipline or disciplines. More than one consultant may be selected from a process involving only one RFQ. The Department shall use the responses from an RFQ to develop a slate or short list of consultants for interview.

Scope of Services or Scope of Work (a) Preliminary: A general description of the work to be accomplished including the location of the project. (b) Detailed: A clear, accurate, and detailed description of the technical requirements for the services to be rendered.

The detailed Scope of Services describes for the consultant what work will be required, the conditions under which the work must be conducted, how achievements will be assessed, and what obligations of both the consultant and the agency (Department) will be. It enables the consultant to assess its capabilities in light of the contract requirements.

Special Provision. A provision unique to an agreement or contract which supersedes any inconsistent or conflicting clause in the Consultant General Conditions. Special Provisions shall be identified in the General Consultant Agreement or Project Contract.

Specific Rates of Compensation. A set rate to be charged on the project for each hour of work completed. The negotiated rate typically consists of an hourly rate, overhead, and a profit. Direct expenses would be in addition to the specific rate.

Specifications. That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the work and certain administrative details applicable thereto.

Subconsultant. Individual or entity having a contract with Consultant to furnish services with respect to this Project as Consultant's independent professional associate, consultant, subcontractor, or vendor.

Substantial Completion. The time at which the work (or a specified portion thereof) has progressed to the point as determined by the Department is sufficiently complete to be utilized for the purpose for which it is intended.

1.3 GENERAL RULES OF INTERPRETATION

1.3.1 Referenced Publications

The Consultant is responsible for obtaining all manuals, specifications, reference guides, or other publications referenced or indicated by the General Consultant Agreement (GCA), Project Contract (PC), or these Consultant General Conditions and performing the work in conformity with the same. Unless a specific date or version is specified, the Consultant shall use the most recent version of such publication that existed at the time the Project Contract was executed.

1.3.2 Headings and Tables of Contents

All headings, titles, and tables of contents are for convenience only. They do not control interpretation and do not relieve the parties of the obligation to read these Consultant General Conditions as a whole.

1.3.3 Priority of Conflicting Contract Documents

If the Consultant discovers any ambiguity, error, omission, conflict, or discrepancy ("ambiguity, etc.") related to the Contract Documents that may significantly affect the cost, quality, conformity, or timeliness of the work, the Consultant must notify the Department. In the case of ambiguity, etc., the Parties agree that the following components of the Contract Documents shall control in the following descending order of priority:

Modifications to Project Contract
Project Contract and Appendices
Modifications to General Consultant Agreement
General Consultant Agreement and Appendices
Consultant General Conditions

SECTION 2 – GENERAL CONSULTANT AGREEMENT

2.1 PURPOSE

General Consultant Agreements (GCA's) are ordering agreements which provide for an indefinite quantity of consultant services for which the extent or exact nature is not determined. GCA's are typically limited by "upset" or maximum total value ordered amounts and cover a specific period of time.

2.1.1 Financial Package Preparation and Evaluation

At the time a Consultant enters into a GCA with the Department, said Consultant shall prepare a financial package to be submitted in duplicate to the Contracts Section which will forward one copy to the Office of Audit for evaluation. This financial package must be submitted to the Department on an annual basis.

The financial package should include the following items, as described:

(1) The Selection Committee may require the Consultant to furnish its financial statements for the immediate preceding accounting year as audited by a licensed independent public accountant in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA). Any management letters prepared by the licensed independent public accountant as part of the audit should be included.

(2) An audit report on the consultant's overhead for the preceding accounting year prepared by a licensed independent public accountant based on an audit made in accordance with (1) Government Auditing Standards issued by the U.S. Comptroller General and (2) the cost principles of Part 31 of the Federal Acquisition Regulations (48 CFR). The audit report is required for consideration of contract and subcontract awards in excess of $100,000. This requirement does not apply to consultants who have not completed their first accounting year. The report should include:

(a) The auditor's opinion on the overhead and a detailed overhead schedule for which the audit opinion is given, including the overhead rates and the base upon which the rate is applied. The rate for home office overhead should be included and a separate field overhead rate should also be included if field operations are an offered client service or if the consultant has been selected for a discipline involving field services.

(b) The auditor's opinion on the ability of the accounting system to accumulate, allocate, and segregate direct and indirect costs.

After the selection committee recommendation on the selected consultant, the Office of Audit will evaluate Items 1 and 2 in the package and advise the Contracts Section as to its adequacy, based on the data provided:

(1) When financial statements are included in the financial package, describe any concerns regarding the financial capabilities of the consultant.

(2) Whether the overhead audit is acceptable as a basis for utilizing the overhead rates in contract negotiations or if the audit is not acceptable, the Office of Audit will describe the efforts necessary to obtain an acceptable overhead rate.

(3) Whether in the auditor's opinion the accounting system of the consultant has the ability to accumulate, allocate, and segregate allowable direct and indirect costs for billing purposes.

A prenegotiation audit is required for contracts and contract modifications in excess of $250,000.00. In addition, lump sum agreements are subject to a prenegotiation audit in accordance with 23 CFR Part 172.5(c).

SECTION 3 –NEGOTIATION OF PROJECT CONTRACTS

3.1 THE PROJECT

3.1.1 Project Contracts/The Process

As needs develop, the Department shall assign specific tasks to the Consultant according to a specific task or project, hereinafter called the "Project Contract (PC)." The Project Contract shall include: project description, purpose and need, scope of work, project status, list of team members, materials and services to be supplied by the Department, and proposed schedule of milestones and budget.

After the turnover of material by mail or pickup from the Department and receipt of a Request for Proposal for a specific scope of work, the Consultant shall prepare a preliminary detailed scope of work and schedule for distribution and discussion at an initial team meeting and site visit to be scheduled by the Department, as appropriate, which shall be held to develop team relationships and responsibilities. After agreement of the team members on the responsibilities, scope and schedule, the Consultant shall respond by submitting to the Department a technical proposal, list of items required from the Department, detailed price proposal, including any subconsultant work, and project schedule.

When all elements of the proposed work have been approved and after execution of the Project Contract, the Department shall issue a written "Notice to Proceed" indicating to the Consultant that work may commence.

3.1.2 Solicitation by the Department

The Contracts Section shall advise the consultants of their selection to enter into a General Consultant Agreement with the Department and the individual lead units shall provide the consultant(s) with a Request for Proposal (RFP) and sufficient information to develop detailed technical and price proposals.

3.1.3 Proposal by the Consultant

In response to an RFP, the selected consultant shall prepare and submit a technical proposal demonstrating the consultant's understanding of the proposed work and detailing the consultant's approach to the work. The Consultant shall be allowed sufficient time to prepare a proposal as determined by the Selection Committee and based on the Department's Scope of Work as outlined in the Request for Proposal. Technical proposals and price proposals shall be prepared in accordance with the

State of Maine, Department of Transportation, Consultant Procedures. Price proposal elements should be provided for each corresponding technical proposal task and include:

(a) Direct labor expenses for each classification of labor.
(b) Overhead rates.
(c) Itemized direct nonsalary expenses.
(d) Fixed-fee/Profit.
(e) Total proposed price.

Price proposals for major location and environmental studies, design of major bridge and/or highway projects estimated to exceed $1,000,000.00 contract cost (estimated construction cost over $10,000,000) shall be submitted only after the scope of work has been determined.

Lump Sum proposals shall include a set amount for reimbursement, which includes all salaries, overhead, profit, and other expenses necessary to complete the work to the satisfaction of the Department. The Department shall review the submitted materials, and enter into negotiations with the Consultant.

3.1.4 Negotiation

Prior to receipt of the Consultant's proposal, the Department shall prepare an independent estimate for the desired services. This shall be the basis for ensuring that the desired services are obtained at a fair and reasonable cost. During negotiations, the Department and the Consultant shall discuss the scope of work under the Project Contract to eliminate any misunderstandings. The objective is to reach a complete and mutual understanding of the detailed scope and cost of services to be provided.

3.1.5 Best and Final Offer

If the Department and the Consultant cannot agree on an acceptable level of effort and price to perform the work, the Department shall request a Best and Final Offer (BAFO). If the BAFO is unacceptable, then the negotiation should be terminated, and the Department should initiate negotiations with the next most qualified selected Consultant.

3.2 EXECUTION OF CONTRACT BY DEPARTMENT

The Commissioner or the Commissioner's authorized agent shall execute the Contract within fourteen (14) days of receipt of a signed contract from the Consultant. After execution by the Department and after a contract number has been assigned, an original executed Contract shall be returned to the Consultant for their file.

SECTION 4 - GENERAL RIGHTS AND RESPONSIBILITIES

4.1 GENERAL

4.1.1 Joint Covenants of Good Faith and Fairness

The GCA and/or PC imposes an obligation of good faith and fair dealing on both parties in the execution, performance, interpretation, and enforcement of the Agreement or Contract. With a positive commitment to honesty and integrity, the Consultant and the Department agree to function within all applicable laws, statutes, regulations, and Consultant General Conditions, GCA and/or PC provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of the GCA and/or PC.

4.1.2 Representations by Consultant

By signing the GCA and/or a Project Contract(s), the signatory represents that he/she is a duly authorized representative of the Consultant firm and represents that neither he/she nor the Consultant firm has (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 the Consultant) to solicit or secure the GCA and related contracts; (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 the Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the GCA, PC and any related contracts.

By signing the GCA and/or a Project Contract, the Consultant and subconsultant(s) represent that they have made and shall continue to make a good faith effort to comply with all applicable federal and state requirements on equal employment opportunity, nondiscrimination and affirmative action.

By signing the GCA and/or a Project Contract, the Consultant certifies to the best of its knowledge and belief, that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State of local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Consultant is unable to certify to any of the statements in this section, such Consultant shall submit an explanation to the Project Manager, or his/her designee, prior to submitting a proposal or entering into a GCA and/or Project Contract with the Department.

4.1.3 Representation by Department

By executing the GCA and/or Project Contract, the Department's Director of the applicable Bureau or Office or other authorized agent for the Department represents that, to the best of his/her knowledge, the Consultant firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out the GCA and/or Project Contracts to (a) employ or retain, or agree to employ or retain any firm or person, or (b) pay or agree to pay any firm, person or organization any fee, contribution, donation, or consideration of any kind.

4.2 DEPARTMENT'S GENERAL AUTHORITY AND RESPONSIBILITIES

4.2.1 No Personal Liability

The Department's employees and other representatives act solely as representatives of the Department when conducting and exercising authority granted to them under the GCA and/or PC. Such persons have no liability either personally or as Department employees.

4.2.2 Inform Consultant about Project Requirements

The Department shall provide all foreseeably relevant criteria and information pertaining to Department's requirements for the Project which may include the following:

A. Property descriptions.
B. Zoning, deed and other land use restrictions.
C. Property, boundary, easement, right-of-way and other special surveys or data.
D. Planning Studies.
E. Explorations of subsurface conditions, drawings of physical conditions, hydrographic surveys at or contiguous to the site.
F. Environmental Assessments and other relevant environmental or cultural studies.
G. Data or consultations as required for the Project.

4.2.3 Accuracy

The Consultant may reasonably rely upon the accuracy of data furnished by Department to Consultant pursuant to the GCA and/or PC. Consultant may use such requirements, reports, data, and information in performing or furnishing services under the GCA and/or PC. The Consultant shall not take advantage of any ambiguity, error, omission, conflict, or discrepancy regarding the data provided by the Department, but report such ambiguity, error, omission, conflict, or discrepancy to the Department's appropriate contract administrator.

4.2.4 Advise Consultant of Services of Other Consultants

The Department shall advise the Consultant of the identity and scope of services of any independent consultants employed by Department to perform or furnish services in regard to the Project.

4.3 CONSULTANT'S GENERAL AUTHORITY AND RESPONSIBILITIES

4.3.1 Redesign Responsibility for Defective Work

The Consultant must correct, at no cost to the Department, any designs, drawings, specifications, or other items or services furnished by the Consultant to the Department or its representative that are defective or not in compliance with the terms hereof as determined by the Department.

4.3.2 Interpretation and Interpolation

The Consultant is responsible for all interpretations and interpolations made from information provided in the Contract Documents, including, but not limited to, data and test results related to location, survey, hydrology, hydraulics, soils, ledge quality, existing structures, and geotechnical information.

4.3.3 Project Records

All technical project records, whether printed or electronic, made by the Consultant and subconsultant(s), if applicable, or furnished to the Consultant by the Department shall, upon completion of the work contemplated under the GCA/PC, be filed with the Department. The Consultant and subconsultant(s), if applicable, shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred under the GCA and/or PC and shall make such materials available at their respective offices at all reasonable times during the GCA and/or PC period and for three years from the date of final payment under the GCA and/or PC. The Consultant and subconsultant(s), if applicable, shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

The Consultant shall maintain a correspondence file which shall contain documentation of project progress as well as dates of all meetings, plan submissions, agreements, etc. with agencies or persons other than those of the Consultant.

4.3.4 Ownership of Documents

A. The Department acknowledges the Consultant's plans and specifications as instruments of professional service.

B. All original data furnished to the Consultant by the Department shall be returned to the Department in good order.

C. All plans, specifications and exhibits prepared or obtained under the terms of the GCA/PC shall be delivered to and become the sole property of the Department upon completion of the work. Consultant shall be entitled to maintain a copy of all such documents for its business files for a period of three (3) years.

D. If the Department alters the Consultant's plans, specifications, and/or exhibits or uses said plans, specifications, and/or exhibits for purposes other than their original intended use, the Consultant shall not be held liable.

4.4 COMMUNICATION AND COORDINATION

4.4.1 Utility Coordination

The Consultant shall make every reasonable effort to minimize the impact to existing utilities and also minimize lengths of relocated or proposed additional utilities.

4.5 SUBCONSULTING

4.5.1 Subcontractors and Outside Associates and Consultants.

Any subcontractors, specialty firms, outside associates or consultants retained by the Consultant in connection with the services covered by the contract shall be limited to individuals or firms that were specifically identified in the Project Contract. The Consultant shall obtain the Department Project Manager, or his/her designee's, written consent before making any substitution for these subcontractors, associates, or consultants.

4.5.2 Consultant's Duties Regarding Subconsultant(s)

The Consultant is responsible for assuring that its subconsultant(s) has sufficient skill and experience to perform the work properly and for coordinating and managing its subconsultant(s) to achieve the intent of the Contract. Except as provided otherwise in the Contract, the Consultant waives all claims arising from failure to coordinate and manage its subconsultant(s) and indemnifies and holds harmless the Department from any such claims. Subconsulting does not alter the Consultant's obligations under a Project Contract.

4.5.3 Flow Down

All subcontracts of the Consultant, and all lower tier subcontracts, shall contain or reference all applicable provisions of the Contract, including all safety, wage, prompt payment, labor, environmental, insurance, and equal opportunity provisions. The Consultant shall indemnify and hold harmless the Department against any and all claims or liabilities arising from the failure to include such flow down provisions and against damages caused by subconsultant(s).

4.5.4 No Third Party Beneficiaries

The Consultant and the Department agree that the GCA and/or Project Contract are not intended to create any third-party beneficiaries or to authorize anyone not a party to the GCA or PC to maintain an action under said GCA or PC provisions.

SECTION 5 - GENERAL SCOPE OF WORK

The Project Contract is Federally funded, unless expressly provided otherwise in the Contract Documents. As a Federally funded Contract, it includes all Federal requirements set forth in Appendix A of these Consultant General Conditions.

5.1 DESIGN STANDARDS

All design work shall conform to the current editions of the following publications, including, but not limited to:

5.1.1 Maine Department of Transportation

a. Standard Details and Supplemental Standard Details
b. Standard Specifications with Interim Specifications
c. Outline of the Department's latest Project Development Process
d. CADD Standards
e. Bridge Design Manual
f. Highway Design Guide
g. Survey Manual
h. MEDOT Right-of-way Policies and Procedures
i. MEDOT Utilities Policies and Procedures
j. MEDOT Construction Manual
k. MEDOT Metric Conversion Plan
l. MEDOT Best Management Practices for Erosion and Sediment Control
m. MEDOT Format for Bridge Soils Reports
n. MEDOT Format for Highway Soils Reports

5.1.2 AASHTO

a. A Policy on Geometric Design of Highways and Streets
b. LRFD Bridge Design Standards with Interim Specifications
b. Standard Specifications for Highway Bridges with Interim Specifications
c. Other Applicable AASHTO Standards and Guide Specifications

5.1.3 Highway Research Board

a. Highway Capacity Manual, SR 209

5.1.4 U.S. Department of Transportation

a. Pertinent Federal-Aid Policy Guides
b. Rules and Regulations, Federal Highway Administration
c. Manual on Uniform Traffic Control Devices for Streets and Highways
d. Roadside Design Guide
e. American Railway Engineering and Maintenance Association (AREMA) Manual
f. FHWA Right-of-Way Project Development Guide

Exceptions to design standards must be made by the Department in writing.

5.1.5 Accuracy

Consultant shall be responsible for the accuracy of the services it renders and information it generates, including its subconsultant(s) in accordance with the standard of care set forth in Section 6.1 below. Department shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Department-furnished information.

5.1.6 Endorsed and Sealed

All plans, specifications, estimates, and data prepared by the Consultant shall be endorsed and sealed with a State of Maine seal by the Consultant's Licensed Professional Engineer, Landscape Architect, Geologist, Site Evaluator, Surveyor, Soil Scientist, Master Plumber or other professional, as applicable under Maine State Law.

5.2 ELECTRONIC EXCHANGE OF CADD DATA

The Consultant must follow the most recent version of the Department's specification for required electronic (computer) data, at the time of Project Contract execution, as it relates to engineering design project deliverables in effect. Consultants wishing to perform professional engineering services for MEDOT are required to deliver electronic data as specified in said document. The specification also requires consultants to accept and utilize pertinent electronic input data as provided by MEDOT. It is the responsibility of the Consultant to translate this data into other formats required for use in their design software. A copy of this specification may be obtained from the Project Manager, or his/her designee.

5.3 HISTORIC AND ARCHEOLOGICAL CONSIDERATIONS

Unless expressly provided otherwise by the Contract, the Maine State Historic Preservation Office has determined that the Project shall have no effect upon any site of historic or archaeological significance, as identified by the National Historic Preservation Act of 1966 and the Archaeological and Historic Preservation Act of 1974.

If the Consultant discovers any object of potential archaeological, paleontologic, or other historic interest, all work that could disturb said object shall immediately cease and shall not be resumed until an investigation of the object and related deposits have been completed and the removal of articles of interest has been accomplished. Should such a deposit be discovered, the Consultant shall notify the Department immediately. The first indication of archaeological deposits may be the burial grounds or campsites of Native Americans that reveal the bones of the dead and the people's implements. The first indications of paleontologic deposits may be the exposure of marine fossils or shells found mainly in clay deposits. Indications of deposits of more recent historic interest may be the exposure of dumps in landfill areas, abandoned campfire sites, and building foundations.

The Consultant is hereby notified of a Maine statute, 27 MRSA §371, which States that artifacts, specimens, and material which are public property by virtue of having been found on, in, or beneath State controlled lands, and places Ownership of the same in the State of Maine.

5.4 EQUAL OPPORTUNITY & CIVIL RIGHTS

5.4.1 Requirements Applicable to Federally Funded Contracts

Projects shall be considered Federally funded unless the GCA and/or PC state otherwise. By signing the GCA and/or PC, the Consultant certifies to all of the provisions contained in Appendix A – Federal Contract Provisions Supplement which is made a part of these General Conditions with the exception that the word "Consultant" should be substituted for the word "Contractor." This Appendix contains provisions that are required in all Federally funded contracts. Unless expressly otherwise provided, the Consultant must comply with all provisions contained in said Appendix A.

5.4.2 DBE Compliance

The Consultant shall ensure that Disadvantaged Business Enterprises (DBE's), as defined, have the maximum opportunity to participate in the performance of the GCA and/or PC. In this regard, the Consultant shall analyze documented efforts to incorporate Disadvantaged MEDOT certified firms into the Department's federally funded programs. The Department has established an annual aspirational effort for DBE utilization. This annual aspirational effort shall be specified in the Project Contract.

If, upon analysis of documented efforts, the Department determines that the annual aspirational level is not being met, then the Department may establish specific contractual goals which would be announced in the Request for Proposal.

The Consultant shall check with the Department's Civil Rights Coordinator to confirm that the business enterprise it plans to utilize as a DBE has valid, current DBE certification, or has certification pending and that the business enterprise shall be DBE certified by the time the Consultant receives the written "Notice to Proceed" with the project.

The Consultant shall not perform within its own organization, or assign to any other business, activity designated for the DBE's without the written consent from the DBE and the Department. Any action taken by the Consultant in regards to this section shall be approved by the Department.

The Consultant shall verify and demonstrate a good faith effort with DBE goals by submitting to the Department a Proposed Utilization Plan, "Quarterly Reports", and "Final Goal Verification" forms in accordance with the commitments made for each project.

SECTION 6 - QUALITY

6.1 STANDARD OF CARE / CORRECTION OF ERRORS

The Consultant agrees to perform all work arising out of the GCA and/or PC in a reasonable and prudent manner not below the acceptable standard of care in the Consultant's profession or occupation. The Consultant agrees to perform such additional work as may be necessary to correct any negligence, errors, or omissions due to any fault or negligence of consultant and subconsultant(s) in all work required under the GCA and/or PC without undue delay and without additional cost to the Department.

6.2 RESPONSIBILITY OF CONSULTANT

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all documents, designs, drawings, specifications, and other services furnished by the Consultant and subconsultant(s) under a Project Contract.

(b) Neither the Department's review, approval or acceptance of, nor payment for, the services required under a Project Contract shall be construed to operate as a waiver of any rights under a Project Contract or of any cause of action arising out of the performance of a Project Contract, and the Consultant shall be and remain liable to the Department in accordance with applicable law for all damages for which the Department may become liable, including but not limited to, personal injury, including death, and third party property damage caused by the Consultant and subconsultant's negligent performance of any of the services furnished under a Project Contract.

(c) The rights and remedies of the Department provided for under the Project Contract are in addition to any other rights and remedies provided by law.

6.2.1 Hazardous Environmental Condition

The Department shall give prompt written notice whenever the Department observes or otherwise becomes aware of a Hazardous Environmental Condition that affects the Project.

If a Consultant or subconsultant(s) suspects that a Hazardous Environmental Condition exists, Consultant or subconsultant(s) shall notify Department and, to the extent of applicable Laws and Regulations, appropriate governmental officials. This notice requirement does not create a duty or obligation for Consultant to discover any such condition unless that duty is established by the Project Contract.

Final design of projects is contingent upon the funding of the project for construction. Written Notice to Proceed with the final design or cancellation of final design shall occur within seven (7) months of the approval of the Preliminary Design Report by the Department.

6.3 REQUIREMENTS FOR REGISTRATION OF DESIGNERS

Design of services under a Project Contract regulated by Maine State Law shall be done or reviewed, approved and stamped by an employee of Consultant or subconsultant(s) who performed or supervised preparation of same and who has the appropriate registration or license (e.g., Engineer, Landscape Architect, Geologist, Site Evaluator, Surveyor, Soil Scientist, Master Plumber or other professional) legally governing the scope of services in the Project Contract.

SECTION 7 - TIME

Scope of Section

This Section contains general time-related provisions of the Contract including the Contract Time, allowable work times, schedule requirements, and Project Closeout.

7.1 SCHEDULE OF WORK

The Consultant shall perform its work in accordance with the schedule of work submitted with the Consultant's Proposal, but in any event, the Consultant's work shall be complete within the timeframes set forth in the Project Contract.

7.2 PROGRESS REPORTS

Prior to the start of work, the Consultant shall furnish to the Department a proposed progress schedule in the Department's standard format indicating the various phases of work which the Consultant shall complete to meet the completion date as set forth by the Department, monthly progress reports and a schedule demonstrating current status of each major task. The progress report shall be used to keep team members and the Contract Administrator informed about status and issues. A work chart shall also be furnished so that progress may be shown graphically. The Consultant shall submit a Monthly Project Status Report to the Department.

7.3 EXTENSIONS

If during the process of the work it is necessary to change or extend a date because of circumstances beyond the Consultant's control, then a request in writing shall be made to the Department within 10 days of when the Consultant realized a change or extension was required by the consultant for such a change or extension and for additional compensation as mutually agreed upon by the Department and Consultant, setting forth the reasons for the request.

7.4 LATE DELIVERY

If the Consultant fails to perform work within the timeframes indicated in the Project Contract, including any preapproved time extensions by the Department, for reasons unrelated to performance by the Department, and the Department reasonably determines that such failure causes a financial impact on the Department, such failure shall be recorded and used as part of the Department's selection process for future projects.

SECTION 8 - PAYMENT

Scope of Section

This Section contains general provisions related directly to payment and other payment-related terms.

8.1 GENERAL PAYMENT PROVISIONS

The allowability of individual items of cost used by the Consultant to establish a total cost shall be determined by the Department under the cost principles and procedures set forth in the current revision of 48 CFR, Chapter I (Federal Acquisition Regulations). The Consultant must submit a breakdown of its costs to include as a minimum items listed in Section 8.1.1 - 8.1.6.

The work required under the GCA and/or Project Contract shall be paid in accordance with the following stipulations:

8.1.1 General Fee

Payments to the Consultant shall be full compensation for furnishing all labor, equipment, materials, services, incidentals, profit and direct expenses used to perform all work under the PC in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or prosecution of the work. If using cost plus fixed fee, the maximum amount shall also include a negotiated amount for fixed-fee/profit. No payments shall be made for work, expenses or profit exceeding the maximum amount, except for additional services, to complete PC's and with appropriate Department approval.

8.1.2 Rates

The Consultant shall submit with the PC a current listing of employees' names and their direct labor wage rates. If the cost plus fixed fee method of payment is utilized, the Consultant shall notify the Department of any changes in rates. The Department shall have the right to review salaries and increases prior to the submission of a monthly invoice by the Consultant. Unless the Department notifies the Consultant in writing during the following thirty-day (30) period that such salary or increase is, in its opinion, in question, the lack of notice shall constitute acceptance of the salary for invoicing purposes. If an hourly rate method of payment is utilized, the hourly rate negotiated at the time of Project Contract execution shall remain the same for the duration of the contract.

8.1.3 Direct Expenses

Direct expenses as defined by 48 CFR Chapter 1, Part 31; such as telephone, tolls, reproduction costs, per diem and approved subconsultant(s) costs shall be billed at actual cost. The reimbursable costs for per diem (lodging which requires overnight stay and meals) shall not exceed that allowed by the Department's Administrative Policy Memorandum No. 191. Mileage shall be paid at the current amount allowed by the State of Maine, Title 5, M.R.S.A. §1541. Reproduction of plans for submittal to the Department shall be charged at actual costs. Any reproduction costs incurred for the Consultant's internal use is considered overhead expenses and not chargeable as a direct expense.

8.1.4 Fixed Fee/Profit

The maximum fixed-fee/profit payable for work performed under the terms of the Project Contract shall vary according to the complexity of the assignment and the responsibilities assigned to the Consultant. The fixed-fee/profit shall not be increased for extra work under a Project Contract, unless a mutually agreed upon modification is entered into by the Department and the Consultant.

8.1.5 Lump Sum

A set amount for reimbursement, which includes all salaries, overhead, profit, and other expenses established in the Project Contract. Once a Lump Sum amount is agreed upon, the goods or services must be provided regardless of the actual cost to the consultant. A Lump Sum amount cannot be changed once the Project Contract is executed, unless there is a change in the scope of work, whereby a modification to the Project Contract may be executed, or the government estimate contained a material error. In accordance with 23 CFR, Part 172.5(c), lump sum agreements are subject to a prenegotiation audit.

8.1.6 Overhead

The maximum allowed overhead and burden for the GCA is 170% for environmental (including construction phase work), geotechnical, photogrammetry and survey; 150% for engineering design, architectural design, landscape design, planning, engineering studies and other transportation studies or services; and 120% for construction inspection, quality assurance inspection, and construction testing. The actual overhead and burden shall be determined by a final audit; however, payment shall not exceed the above percentages. In cases where the Department provides a significant portion of the Consultant's overhead by providing equipment, administrative support, etc., a lower overhead rate will be negotiated in the PC.

8.1.7 Maximum Hourly Rate

The maximum allowed hourly rate is $50.00 per hour for individuals of the firm up to an annual rate of $104,000.00 for salary actually paid.

8.1.8 Submission of Invoices

Invoices shall be submitted monthly by the Consultant to the Department's Project Manager, or his/her designee. Invoices shall be submitted in duplicate in a form acceptable to the Department, accompanied by one copy of a progress work chart. The progress work chart must (1) correspond to the invoice, (2) outline the work completed during that invoice period, and (3) document anticipated problems as well as possible solutions to those problems.

8.1.9 Payment of Invoices

Payment for services shall be made monthly based upon the certified payroll for costs incurred during the previous month, plus reimbursement for out-of-pocket expenses. These progressive or "progress" payments shall include a proportionate amount of the fixed fee, if applicable. Payments should be made within 30 days.

8.1.10 Semifinal Estimate

When 80% to 90% of the cost has been expended under the PC, the Consultant shall develop an estimate of the dollar amount and work hours necessary to complete the work, including an explanation of where and why any overruns are anticipated to occur. If the Department is satisfied that sufficient justification exists, a revised maximum amount may be approved.

8.1.11 Final Payment

a. Upon receipt by the Department of all required plans, reports and documents, the Consultant may voucher for total cost as defined in the Project Contract, less previous payments by the Department.

b. Upon acceptance of all required deliverables and services, including but not limited to plans, reports, and documents, the Department shall pay the total cost as defined in the Project Contract, less previous payments to the Consultant, which payment shall constitute payment in full for all work performed under the Project Contract.

c. In the event that the PC is terminated pursuant to Section 12 of these General Conditions, without the completion of the services as specified in said Project Contract, the total cost paid to Consultant shall constitute payment in full for the PC.

d. In the event that a PC is terminated for reasons other than indicated in c above, without completion of the services as specified in the PC, the total cost of the work completed plus a percentage of the fixed fee proportional to the amount of work completed shall constitute payment in full for the PC.

8.1.12 Maximum Amount Payable

The total estimated cost shall be stipulated in the Project Contract. The amount shall not be exceeded without a written contract modification between the Consultant and the Department. The work is to be completed as economically as possible and shall be subject to review by the Department. Modifications to GCA's and/or PC's must include a written justification and determination that the change was justifiable by the Department using the following levels of approval. Modifications up to 25% may be approved by a Project Manager; up to 50% by a Program Manager; up to 100% by the Bureau Director; and any modification that exceeds 100% must be approved by the Department's Chief Engineer.

8.1.13 Payment Upon Termination.

In the event of any termination under Section 12 of these General Conditions, Consultant shall be entitled to invoice the Department and shall be paid in accordance with said section, through the effective date of termination.

8.1.14 Records of Consultant's Costs

Records of Consultant's costs pertinent to Consultant's compensation under the GCA and/or PC shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify Consultant's charges and upon Department's timely request, copies of such records shall be made available to the Department. Records shall be available for review by the Department for a period of three (3) years following final payment.

8.1.15 Project Records

The Consultant shall keep records in such form as may be easily audited and in accordance with 48 CFR, Part 31 - Contract Cost Principles and Procedures. The employee's salary record shall show time spent on the work. The Consultant agrees to keep the Department informed as to changes in rate and key personnel. The Department reserves the right to accept or reject the Consultant's assignment of personnel to this project.

8.1.16 No Inflation Adjustments / Interest

No payments due the Consultant shall be adjusted for inflation. No interest shall be due or payable on any payment due the Consultant, except that the Department shall pay statutory interest on uncontested Final Payments for any period of time that extends beyond 60 Days of the date of receipt of all conforming Closeout Documentation. The preceding exception expressly does not include payments regarding pending issues, a dispute or claim.

8.1.17 Amounts Due the Department

Unless expressly provided otherwise in the PC, in cases where the Department may deduct sums from amounts otherwise due the Consultant, and where the sums to be deducted are more than the funds otherwise due the Consultant, the Consultant shall remit all amounts due the Department such time as the Department and Consultant agree.

SECTION 9 – ADDITIONAL SERVICES

Scope of Section

This Section contains general provisions related to changes in quantities, scope, time and payment.

9.1 ADDITIONAL SERVICES

If a change deemed to be outside of the originally contemplated work as described under the Project Contract should be considered, the Consultant shall submit its proposal, including costs, in writing to the Department and shall receive approval in writing before proceeding with the extra work. Any work deemed to be outside that contemplated under the Project Contract which is performed without prior approval shall be the responsibility of the Consultant, and no claim may be made upon the Department for the costs of such unauthorized work. No changes are to be made in the General Consultant Agreement or Project Contract except in writing by both parties, and such agreed changes shall constitute a modified General Consultant Agreement and/or a modified Project Contract.

The Department shall pay Consultant for additional Services performed or furnished after both Department and Consultant agree that such services shall be performed or furnished at a compensation rate mutually agreed upon by Department and Consultant.

SECTION 10 – INDEMNIFICATION AND INSURANCE

Scope of Section

This Section contains general requirements for indemnification and insurance by the Consultant.

10.1 INDEMNIFICATION

Consultant promises to indemnify and hold harmless the Department and its officers, agents and employees from any and all claims, damages, debts, demands, suits, actions, reasonable attorney fees, court costs, arbitration or other dispute resolution costs, expenses and any liabilities of every kind or nature attributable to, resulting from, or arising out of any negligent or intentional wrongful act, error, omission or breach of contract by the Consultant or subconsultant(s) in the performance and furnishing of services under the GCA and/or PC. The preceding sentence shall not constitute a waiver of any defense, immunity or limitation of liability that may be available to the Department, or its officers, agents or employees, under the Maine Tort Claims Act (Title 14 M.R.S.A. § 8101 et. seq.), and shall not constitute a waiver of other privileges or immunities that may be available to the Department. This indemnification provision shall survive any termination or expiration of the GCA and/or PC.

10.2 INSURANCE

10.2.1 Consultant Procured Insurance

All insurance coverage must be provided by an insurance company or companies licensed or approved to do business in the State of Maine by the Maine Bureau of Insurance. Consultant and subconsultant(s) shall pay all premiums and take all other actions necessary to keep required insurances in effect during such times as GCA and/or Project Contract obligations exist. Certificates of Insurance shall be provided to the Contracts Section upon execution of a GCA or stand-a-lone Project Contract and on an annual basis thereafter. The maximum deductible for any type of insurance required shall not exceed $10,000.00. However, the Department, at the request of the Consultant, may increase the maximum deductible upon a showing of sufficient assets as determined by the Department. All requests for waivers shall be submitted to the Contracts Section, and all approved waivers shall be renewed on an annual basis.

10.2.2 Additional Insureds

The Department shall be listed as an additional insured on Commercial General Liability and Railroad Protective Liability insurance policies carried by both the Consultant and subconsultant(s) that are applicable to the Project.

10.2.3 Certificates of Insurance to Department

Consultant and subconsultant(s) shall deliver to Department signed, valid, and enforceable certificates of insurance proving the coverages required by this agreement. Such certificates shall be furnished prior to commencement of Consultant and/or subconsultant(s) services and whenever said policies are renewed thereafter during the period of the GCA and/or PC.

10.2.4 Commercial General Liability Insurance

The Consultant and subconsultant(s) shall purchase and maintain a policy of Commercial General Liability or other coverage affording equal or greater protection as determined by the Department, in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. Such policy shall include products and completed operations as well as contractual liability coverages.

When the work to be performed entails the use of barges, tug boats, work boats, supply boats, etc., Protection and Indemnity coverage shall be provided at the limits called for under Commercial General Liability insurance.

When the work to be performed is adjacent to a railroad, Railroad Protective Liability insurance shall be provided by the Consultant.

10.2.5 Professional Liability

The Consultant and subconsultant(s) shall purchase and maintain a Professional Liability insurance policy for errors and omissions that provides minimum liability coverage of $500,000.00 per claim and annual aggregate. This policy shall cover negligent acts, errors or omissions by the Consultant and subconsultant(s) engaged by consultant and other any person or entity for whom the Consultant is legally liable arising out of the rendition of services pursuant to the GCA and/or PC. The Department reserves the right to adjust liability coverage on a project-by-project basis as it deems appropriate.

10.2.6 Automobile Liability

The Consultant and subconsultant(s) shall carry Automobile Liability insurance covering the operation of all motor vehicles including any which are rented, leased, borrowed or otherwise used in connection with the project. The limit of liability under this section shall be $1,000,000 per occurrence.

10.2.7 Workers' Compensation Insurance

Consultant and subconsultant(s) shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board, all in accordance with the requirements of the laws of the State of Maine. When maritime exposures exist, coverage should be arranged to include United States Long Shore and Harbor Workers coverage.

10.2.8 Claims

Each insurance policy shall include a provision requiring the insurer to investigate and defend all named insured's against any and all claims for death, bodily injury or property damage, even if groundless.

10.2.9 Compliance

The Consultant shall be in compliance with this section provided that Consultant and subconsultant(s) (A) procures coverage under one policy of insurance covering all risks arising out of performance of the General Consultant Agreement and/or Project Contracts or (B) procures separate insurance policies to cover all risks arising out of performance of the General Consultant Agreement and/or Project Contract.

In either case, a Certificate of Insurance must be filed for each policy indicating that all required insurance has been obtained.

SECTION 11 - RESOLUTION OF DISPUTES

11.1 GENERAL

To preserve any claim, the Consultant must first comply with and exhaust all provisions of this Section 11. Regardless of the status or disposition of any Dispute, the Consultant and the Department must perform their contractual responsibilities promptly and diligently.

11.2 NEGOTIATION WITH PROJECT MANAGER

The Consultant shall promptly notify the Project Manager, or his/her designee, of disputes that could significantly affect scope, schedule or compensation. After such notice, the Consultant and the Project Manager shall promptly negotiate in good faith to resolve the dispute. The Project Manager will promptly issue a decision.

11.3 RECONSIDERATION BY DIRECTOR

If the Consultant desires a review of the Project Manager's decision, then the Consultant shall promptly request in writing that the Department's Director of the applicable Bureau or Office reconsider the Project Manager's decision. The Director, or the Director's designee(s) shall promptly issue a written decision to the Consultant. The decision will affirm, reverse or amend the decision of the Project Manager.

11.4 APPEAL TO COMMISSIONER

To receive further review of the Director's decision, the Consultant must submit to the Commissioner a written appeal within 14 days of receiving the Director's decision. The appeal must include a description of the Dispute, the facts that demonstrate that the Consultant is entitled to the relief, and a request for specific relief.

Within 60 days of receiving the appeal, the Commissioner, or the Commissioner's designee, shall issue a written decision to the Consultant that affirms, reverses or amends the Director's decision. The Commissioner's decision shall constitute the Department's final interpretation of any relevant provisions in the General Consultant Agreement or in the Project Contract and shall be final agency action.

11.5 JUDICIAL REVIEW

The Consultant agrees that any judicial review of any claim arising from the General Consultant Agreement, Project Contract, or the Project must be commenced in the Superior Court of Maine, Kennebec County. Any petition for review must be in accordance with the Maine Administrative Procedure Act, 5 M.R.S.A. §11001, et seq. and Rule 80C of the Maine Rules of Civil Procedure.

SECTION 12 – DEFAULT / TERMINATION / SUSPENSION

Scope of Section

This Section contains general provisions related to default and termination of the GCA and/or PC.

12.1 DEFAULT

12.1.1 Grounds for Default

The Consultant is in default of the Project Contract if the Consultant:

A. Fails to promptly begin the work under the Project Contract after being authorized to proceed;

B. Fails to perform the work with sufficient labor, equipment, or materials to assure the timely completion of the work;

C. Fails to meet standards of performance contained in Section 6;

D. Discontinues the prosecution of the work without Departmental approval;

F. Continues to perform work after the Department directs that work be stopped;

G. Fails to resume work that has been suspended as required by the Project Contract;

H. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the work in any way;

I. Allows any final judgment to stand against the Consultant unsatisfied for a period of ten (10) days;

J. Makes an assignment for the benefit of creditors without authorization by the Department; or

K. In any other manner, fails to perform the work in Substantial Conformity with any material provision of the GCA and/or PC.

12.1.2 Notice of Default / Cure

Except as otherwise provided in these Consultant General Conditions, if default occurs, the Department may give written Notice of Default to the Consultant. Failure to give Notice of Default is in no way a waiver by the Department of any provision of the GCA and/or PC.

If the Consultant fails to completely cure such Default within a period of fourteen (14) days after Notice of Default, then the Department may (1) terminate the GCA and/or PC for cause in accordance with Section 12.2.1 of these General Conditions, or (2) take prosecution of the work away from the Consultant without violating the GCA and/or PC.

12.2 TERMINATION

The Department may, by written order to the Consultant, terminate the GCA and/or PC as provided in this section. Termination of the GCA and/or PC or portion thereof shall not relieve the Consultant of its contractual responsibilities for the work completed.

12.2.1 For Cause

If the Consultant fails to completely cure all defects identified in the Notice(s) of Default provided for in Section 12.1.2 within the fourteen (14) day cure period provided, the Department may immediately terminate the GCA and/or PC for cause by written Notice of Termination For Cause. In this event, the Department may use any or all Consultant products for the work and may enter into an agreement with another entity for the completion of the work, or use such other methods as in the opinion of the Department are required for the completion of the intent of the GCA and/or PC in an acceptable and timely manner.

The Department shall pay for all accepted items of work as of the date of termination at prices determined by the Department. The Consultant shall make all work records available to the Department upon request regarding payment under this section. All costs and charges incurred by the Department, together with the cost of completing the work specified in the GCA and/or PC, shall be deducted from amounts otherwise due the Consultant. If such expenses exceed the sum that would have been payable under the GCA and/or PC, then the Consultant is liable and shall pay to the Department the amount of such excess within 30 days of the delivery of a statement setting forth such expenses to the Consultant, as applicable.

If the Consultant files for bankruptcy at any time before expiration of the GCA and/or PC, then the Consultant agrees, if requested by the Department and within 30 days of such request, to take all actions necessary or convenient to reject or accept the GCA and/or PC under the executory contract provisions of the federal bankruptcy code. Upon termination for cause, the Department may, at its discretion, terminate the GCA and/or PC.

12.2.2 For Convenience

The Department may terminate the GCA and/or PC for convenience or for any reason that is in the best interest of the Department. Terminations caused without fault of or for reasons beyond the control of the Consultant are terminations for convenience. The Department shall notify the Consultant of such terminations by sending a Notice of Termination for Convenience.

In case of a Termination for Convenience, the Department shall pay for all accepted items of work as of the date of termination at agreed upon prices. The Consultant shall make all work records available to the Department upon request regarding payment under this section. Acceptable materials, obtained by the Consultant for the work but which have not been incorporated therein, may at the option of the Department be purchased from the Consultant at actual cost delivered to a prescribed location or otherwise disposed of as mutually agreed.

After receipt of Notice of Termination for Convenience from the Department, the Consultant may also submit a claim for additional damages or costs not covered above or elsewhere in the GCA and/or PC to the Project Manager within 60 sixty days of the effective termination date. Such claim may include such cost items as project investigative costs, overhead expenses attributable to the project terminated, legal

and accounting charges involved in claim preparation, subconsultant(s) costs not otherwise paid for, idle labor cost if work is stopped in advance of termination date, guaranteed payments for private land usage as part of the PC, and any other cost or damage item for which the Consultant reasonably believes reimbursement should be made. In no event, however, shall loss of anticipated profits be considered as part of any settlement.

The Department shall respond in writing to such claim within 60 days of receipt.

12.3 RIGHT TO SUSPEND WORK

The Department has the right to suspend any or all work at any time for any reason as it deems necessary. Consultant may receive payment for the portion of services completed through the date of suspension.

SECTION 13 – ENTIRE AGREEMENT

13.1 CONTROLLING LAWS

The agreements and contracts referred to in these General Conditions are to be governed by the applicable laws of the Federal Government and the State of Maine. Listed below are some of the Federal and State controlling laws to be observed. This list is provided for reference only and should not be considered inclusive.

23 CFR Part 172, Administration of Engineering and Design Related Service Contracts
41 USC 253 and 259, Brooks Act, P.L. 92-582
5 M.R.S.A. §1743, Administrative Procedures and Services
23 M.R.S.A. §4206, Department of Transportation, Duties of Commissioner

13.1.1 Laws To Be Observed

The Consultant shall keep itself informed of and comply with all applicable federal and State laws, rules, regulations, orders, and decrees ("Law") affecting the work including all environmental, wage, labor, equal opportunity, safety, patent, copyright, or trademark laws. If required by Contract, the Consultant must also comply with applicable local law, ordinances, regulations in any manner affecting the conduct of work as defined by the scope of work. The Consultant shall indemnify the Department and hold the Department harmless against any and all claims or liabilities arising from or based upon the violation or alleged violation of any such Law caused directly or indirectly by or through the Consultant.

13.1.2 Patents and Copyrights

Data, and publication rights to any documents, produced under the terms of a GCA and/or PC are reserved by the Department. The Consultant shall not copyright the material produced under the terms of the GCA and/or PC without written approval of the Department, except to the extent necessary to protect its rights pursuant to the following paragraph.

The parties to a GCA and/or PC mutually agree that, if patentable discoveries, intellectual property and software, or inventions should result from work described therein, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. However, the Consultant agrees to

and does hereby grant to the Department and the United States Government an irrevocable, nonexclusive, nontransferable, and royalty free license to use any such invention in the future on any project.

The Consultant shall indemnify and hold harmless the Department and any affected third party or political subdivision from all claims of infringement that arise from use of any patented or copyrighted items provided by the Consultant.

13.2 ENTIRE AGREEMENT / BINDING EFFECT / MODIFICATION / ASSIGNMENT

A. Department and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Department and Consultant (and to the extent permitted by the GCA, the assigns of Department and Consultant) are hereby bound to the other party to the GCA and/or PC and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the GCA and/or PC.

B. Neither Department nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the GCA and/or PC without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the GCA and/or PC.

C. Unless expressly provided otherwise in the GCA and/or PC:

1. Nothing in the GCA and/or PC shall be construed to create, impose, or give rise to any duty owed by Department or Consultant to any Contractor, Contractor's subcontractor, subconsultant(s), supplier, other individual or entity for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to the GCA and/or PC shall be for the sole and exclusive benefit of Department and Consultant and not for the benefit of any other party. The Department agrees that the substance of the provisions of this Section 13.1 shall appear in the Contract Documents.

13.3 CONFLICT OF INTEREST

A person or entity entering into a GCA and/or PC may not have any financial or other interest, other than the performance of the GCA and/or PC, in the project or in its outcome. This prohibition includes, without limitation, (a) any agreement with, or other interest involving, third parties who have an interest in the outcome of the project that is the subject of the GCA and/or PC; (b) any agreement providing incentives or guarantees of future work on the project or related matters; and (c) any interest in real property acquired for the project unless such real property interest is openly disclosed to the Department before the person or entity entered into the PC.

1. This section prohibits all conflicts of interest both at the time the contracting party enters into a GCA and/or PC and during the life of a GCA and/or PC.

2. This section prohibits situations involving an actual conflict of interest and those creating an appearance of a conflict of interest. The Department may waive this prohibition or impose curative modifications on the scope of any GCA or PC between the person or entity and MEDOT to eliminate the conflict or the appearance of a conflict.

3. A consultant involved in the preparation of information that shall be used or considered in evaluations under the National Environmental Policy Act shall, by virtue of signing the GCA and/or PC, attest that Consultant (a) has no financial or other interest in, or commitment for, any future contract related to the design or construction of the project or any of its alternatives, (b) has no financial or other interest in said project or its alternatives, or any part thereof, and (c) has no other interest which, under applicable law, would prohibit the selection of said Consultant to prepare an Environmental Assessment, Environmental Impact Statement, or other environmental documents for the project.

4. All determinations made under this section shall be left at the sole discretion of the Department.

13.3.4 NO WAIVER

If either party fails or refuses to enforce any provision in the GCA and/or PC, that shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the GCA and/or PC.

APPENDIX A

NOTICE OF CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS OF 1964 FOR FEDERAL AID CONTRACTS

During the performance of a General Consultant Agreement and/or Project Contract, the consultant, for itself its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows: (Please substitute the word "contractor" with "consultant".)

(1) Compliance with Regulations:
The contractor shall comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H and Title 23, Code of Federal Regulations 710.405 (b), hereinafter referred to as the Regulations), 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 after award and prior to the completion of the contract work, shall not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontract, Including Procurements of Material and Equipment:
In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of services, material or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractors obligations under this contract and the regulations relative to nondiscrimination on the ground of race, color, or national origin.

(4) Information and Reports:
The contractor shall provide all information and reports required by the regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state highway agency or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations, orders and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the state highway agency or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance:
In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the state highway agency shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

(a) withholding of payments to the contractor until the contractor complies and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions:
The contractor shall include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The contractor shall take action with respect to any subcontract or procurement as the state highway agency or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the state to enter into such litigation to protect the interests of the state; and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL EEO AND CIVIL RIGHTS REQUIREMENTS

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

A. Nondiscrimination & Civil Rights - Title VI

The Consultant and its subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant 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 Consultant and subconsultants 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 Consultant shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Consultant's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Consultant shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidations, and coercion at all sites, and in all facilities at which the Consultant's employees are assigned to work. The Consultant, where possible, shall assign two or more women to each construction project. The Consultant shall specifically ensure that all forepersons, superintendents, and other on-site supervisory personnel are aware of and carry out the Consultant's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Consultant or its union have employment opportunities available, and to maintain a record of the organization's responses.

3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Consultant by the union or, if referred, not employed by the Consultant, this shall be documented in the file with the reason therefore, along with whatever additional actions the Consultant may have taken.

4. Provide immediate written notification to the Department's Office of Human Resources – Equal Employment Opportunity when the union or unions with which the Consultant has a collective bargaining agreement has not referred to the Consultant a minority person or woman sent by the Consultant, or when the Consultant has other information that the union referral process has impeded the Design-Builder's efforts to meet its obligations.

5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Consultant's employment needs, especially those programs funded or approved by the Department of Labor. The Consultant shall provide notice of these programs to the sources compiled under B above.

6. Disseminate the Consultant's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Consultant in meeting its EEO obligation; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Forepersons, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

8. Disseminate the Consultant'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 Consultant's EEO policy with other Consultant's and Subconsultants with whom the Consultant does or anticipates doing business.

9. Direct its recruitment efforts, both orally and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Consultant's recruitment area and employment needs. Not later that one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Consultant shall send written notification to organizations such as the above describing the openings, screenings, procedures, and test to be used in the selection process.

10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of a Consultant's workforce.

11. Validate all tests and other selection requirements.

12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Consultant's obligations under these specifications are being carried out.

14. Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Consultant's and suppliers, including circulation of solicitations to minority and female Consultant associations and other business associations.

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

C. Disadvantaged Business Enterprise (DBE) Requirements

The Department has established an annual Disadvantaged Business Enterprise aspirational goal to be achieved through race neutral means. This goal shall adjusted periodically and shall be provided by Supplemental Provision. Unless otherwise specifically provided in the Contract, there are no specific percentage requirements for use of DBEs for individual construction contracts.

The Consultant shall comply with all provisions of this section regarding DBE participation and the Department's latest version of the Disadvantaged Business Enterprise Program Manual, said Manual being incorporated herein by reference. In the case of conflict between this Contract and said Manual, this Contract shall control. The Department reserves the right to adjust DBE goals on a project-by-project basis by addendum.

DBE Program Requirements

Policy. It is the Department's policy that DBEs as defined in 23 CFR Part 26 revised April 2000, and referenced in the Transportation Equity Act for 21st Century of 1998, as amended from the Surface Transportation Uniform Relocation Assistance Act of 1987, and the Intermodal Surface Transportation Efficiency Act of 1991. The intent hereto remains to provide the maximum opportunity for DBEs to participate in the performance of contracts financed in whole or in part with federal funds.

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

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

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

1. Whether the Consultant advertised in general circulation, trade association, and minority/women's-focus media concerning the subcontracting opportunities;

2. Whether the Consultant provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;

3. Whether the Consultant followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;

4. Whether the Consultant selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals;

5. Whether the Consultant provided interested DBEs with adequate information about the plans, specification and requirements of the contract;

6. Whether the Consultant negotiated in good faith with interested DBEs, not rejecting the DBE as unqualified without sound reasons based on a thorough investigation of their capabilities;

7. Whether the Consultant made efforts to assist interested DBEs with other appropriate technical/financial assistance required by the Department or Consultant;

8. Whether the Consultant effectively used the services of available minority/women's community organizations, minority/women's business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

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

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

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

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

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

Maine Department of Transportation
Office of Human Resources
#16 State House Station
Augusta, Maine 04333-0016
tel. (207) 287-3551

Quarterly Reporting Requirement. The Consultant must submit quarterly reports of actual dollars paid to Disadvantaged Business Enterprises (DBE's) on this Project to the MEDOT Office of Human Resources by the end of the first week of January, April, July and October for the period covering the preceding three months considered Federal Fiscal Year quarters. The reports shall be submitted directly to the Office of Human Resources on the form provided in the latest version of the DBE Program Manual. Failure to submit the report by the deadline may result in a withholding of approval of partial payment estimates by the Department.

APPENDIX B

POLICY ON REIMBURSEMENT OF CONSULTANT SALARY AND OVERHEAD COSTS

August 31, 1993
Revised: November 1, 1997
May, 2002

Effective with contracts executed on or after November 1, 1997, it is the policy of the Maine Department of Transportation to establish the following maximum reimbursement levels for salary and overhead costs of consultant and subconsultant firms engaged to perform services for the Department.

Salaries

$50 per hour for individuals of the firm up to an annual rate of $104,000.00 for salaries actually paid.

Overhead

a. Construction inspection and construction testing, including quality assurance inspection: 120% of direct labor base, or equivalent if different base is used by the consultant or subconsultant;
b. Engineering design, architectural design, planning, engineering studies and other transportation studies or services: 150% on direct labor base, or equivalent if different base is used by the consultant or subconsultant, and;
c. Environmental, geotechnical, photogrammetry and survey: 170% on direct labor base, or equivalent if different base is used by the consultant or subconsultant.

The Chief Engineer, assisted by the Director, Office of Audit, will periodically review the maximum reimbursement levels and recommend revisions to them when warranted.

APPENDIX C

CONSULTANT CONTRACT FORMS

1) General Consultant Agreement
2) Modification to General Consultant Agreement
3) Project Contract
4) Modification to Project Contract
5) Disclosure Form to Be Completed by All Corporations
6) MEDOT DBE Proposed Utilization Form
7) MEDOT DBE Quarterly Reporting Form
8) MEDOT Consultant Evaluation Form & Instructions

SUPPLEMENTAL CONSULTANT GENERAL CONDITIONS

Below are revised Section 1.3.3 - "Priority of Conflicting Contract Documents" and revised Section 10 - "Indemnification and Insurance," to the Consultant General Conditions that became effective on July 1, 2002.

****

1.3.3 Priority of Conflicting Contract Documents

If the Consultant discovers any ambiguity, error, omission, conflict, or discrepancy ("ambiguity, etc.") related to the Contract Documents that may significantly affect the cost, quality, conformity, or timeliness of the work, the Consultant must notify the Department. In the case of ambiguity, etc., the Parties agree that the following components of the Contract Documents shall control in the following descending order of priority:

Contract Modification (Most Recent to Least Recent)
Special Provisions
Consultant General Conditions
Scope of Work
Other Appendices

****

SECTION 10 – INDEMNIFICATION AND INSURANCE

10.2.2 Additional Insureds

The Department shall be listed as an additional insured on Commercial General Liability and Railroad Protective Liability insurance policies carried by Consultant that are applicable to the Project.

10.2.3 Certificates of Insurance to Department

Consultant shall deliver to Department signed, valid, and enforceable certificates of insurance proving the coverages required by this agreement. Such certificates shall be furnished prior to commencement of Consultant services and whenever said policies are renewed thereafter during the period of the GCA and/or PC.

10.2.4 Commercial General Liability Insurance

The Consultant) shall purchase and maintain a policy of Commercial General Liability or other coverage affording equal or greater protection as determined by the Department, in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. Such policy shall include products and completed operations as well as contractual liability coverages.

When the work to be performed entails the use of barges, tug boats, work boats, supply boats, etc., Protection and Indemnity coverage shall be provided at the limits called for under Commercial General Liability insurance.

When the work to be performed is adjacent to a railroad, Railroad Protective Liability insurance shall be provided by the Consultant.

10.2.5 Professional Liability

The Consultant shall purchase and maintain a Professional Liability insurance policy for errors and omissions that provides minimum liability coverage of $500,000.00 per claim and annual aggregate. This policy shall cover negligent acts, errors or omissions by the Consultant arising out of the rendition of services pursuant to the GCA and/or PC. The Department reserves the right to adjust liability coverage on a project-by-project basis as it deems appropriate.

10.2.6 Automobile Liability

The Consultant shall carry Automobile Liability insurance covering the operation of all motor vehicles including any which are rented, leased, borrowed or otherwise used in connection with the project. The limit of liability under this section shall be $1,000,000 per occurrence.

10.2.7 Workers' Compensation Insurance

Consultant shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board, all in accordance with the requirements of the laws of the State of Maine. When maritime exposures exist, coverage should be arranged to include United States Long Shore and Harbor Workers coverage.

10.2.9 Compliance

The Consultant shall be in compliance with this section provided that Consultant (A) procures coverage under one policy of insurance covering all risks arising out of performance of the General Consultant Agreement and/or Project Contracts or (B) procures separate insurance policies to cover all risks arising out of performance of the General Consultant Agreement and/or Project Contract. In either case, a Certificate of Insurance must be filed for each policy indicating that all required insurance has been obtained.

Local Project Administration

Certification Course Manual
&
Reference Guide

February 2005

DBE & OJT

(DBE) Disadvantaged Business Enterprise and On The Job Training (OJT)

Disadvantaged Business Enterprise (DBE) Program

Program manual available at:
http://www.state.me.us/mdot/disadvantaged-business-enterprises/dbe-home.php
or by calling 207-624-3066

Memorandum

Date: 12/17/04

To: Locally Administered Projects personnel

From: Christy Cross, MaineDOT EEO Coordinator

RE: FFY 2005 DBE Activities

In accordance with Federal Regulation 49 CFR § 23 and 26, the Maine Department of Transportation has set the Disadvantaged Business Enterprise (DBE) participation level from October 1, 2004 through September 30, 2005 at **10.73%**. The goal is adjusted annually, and LAPs are reminded to verify the adjusted goal each year at the onset of the Federal Fiscal Year (October 1).

The target is for DBE participation in all contract work funded in whole or in part with federal funds. Such projects may include Consulting (Design, R-O-W, Geotechnical, Utilities, Public Process/Hearings, and Environmental) or Constuction (Inspection, Testing, all project specific applications, and project management (including payroll services/record keeping). A DBE can be a Prime or subcontractor/subconsultant. Only that work actually performed by the DBE is creditable to any project goal. See the DBE Program Manual for specific guidance (document incorporated within the LAP Course Manual or at www.mainedot.gov (go to Doing Business, then Contractor section and click on "DBE, OJT, Civil Rights").

The DBE program is not a voluntary effort. Federally funded project recipients must examine each aspect of a contract to access opportunities for DBE participation at a percentage that is meaningful for that specific project. Only those firms certified by MaineDOT as DBEs at the time of bidding are to be considered. See

the MaineDOT Directory of Certified Businesses at www.mainedot.gov and follow the links as above, but to the DBE Directory. Note the DBE Directory is regularly updated.

Use the following checklist in compliance with DBE activities:

1. ___ Use MaineDOT's up-to-date DBE Directory to identify DBE firms.

2. ___ At Bid Opening or with Technical Proposal, submit DBE Utilization form & get signed approval.

3. ___ Maintain documentation of work in progress.

4. ___Upon completion of the project submit DBE Goal Verification signed by both Prime & DBE attesting to work completed and payment made according to acceptance by Project management.

5. ___ Report DBE problems to Project Management or to MaineDOT's Equal Opportunity unit.

Generally, a recommendation of award may not be made *if* the information is not provided or *if* efforts to gain DBE participation are insufficient.

Firms who acquire DBE status after award *may* have their work credited via a change order.

Once a commitment has been affirmed through the DBE Utilization form, no change in utilization can occur without written authorization from the Equal Opportunity unit.

If in doubt, call –Jackie LaPerriere at 207-624-3066 or Christy Cross at 624-3063.

____ Original Submission

Page ___ of ___

____ Revision # _____

MaineDOT CONSULTANT'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION FORM

Must be provided as an attachment to each New or Revised Technical Proposal

Consultant: _____ **Telephone:** _____

Prepared by:_____ **Fax:** _____

TOTAL CONTRACT/MODIFICATION AMOUNT: $_____

DATE OF EXECUTION: _____/_____/_____
(For Department Use Only)

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

TOTAL DBE _____ **% PARTICIPATION FOR THIS PROJECT**

WBE•	DBE•	Firm Name	Description of Work & Item Number	Actual $ Value
			Total ›	

Consultants must make a good faith effort to include Certified DBE firms in all aspects of the project. If no DBE firms are to be part of this project team, a detailed explanation is required.

_____

_____

_____

Equal Opportunity Use:

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

____ Accepted ____ Rejected _____

cc: ☐ Contracts ☐ Other _____

- **WBEs are non-minority women owned firms certified by MaineDOT**
- **DBEs are male and minority owned firms certified by MaineDOT**

For a complete list of certified firms go to http://www.maine.gov/mdot

Rev. 11/03

__✓__ Original Submission

____ Revision # _____

MaineDOT CONSULTANT'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION FORM

Must be provided as an attachment to each New or Revised Technical Proposal

Consultant: Aqua Consulting Group **Telephone:** (207) 622-0000

Prepared by: Julie Doe **Fax:** (207) 622-0001

TOTAL CONTRACT/MODIFICATION AMOUNT: $ 10,000.00

DATE OF EXECUTION: 01 / 11 / 05
(For Department Use Only)

FEDERAL PIN # 10001.01 **PROJECT LOCATION:** Next Town Over

TOTAL DBE 2.5 **% PARTICIPATION FOR THIS PROJECT**

WBE•	DBE•	Firm Name	Description of Work & Item Number	Actual $ Value
X		ABC Drafting Company	Graphic Design	2,500.00
			Total ›	2,500.00

Consultants must make a good faith effort to include Certified DBE firms in all aspects of the project. If no DBE firms are to be part of this project team, a detailed explanation is required.

_____

_____

_____

Equal Opportunity Use:

Form received: 1 / 12 / 05 Verified by: *Jacklyn LaPerriere*

__✓__ Accepted ____ Rejected ____

cc: ☑ Contracts ☐ Other _____

- **WBEs are non-minority women owned firms certified by MaineDOT**
- **DBEs are male and minority owned firms certified by MaineDOT**

For a complete list of certified firms go to http://www.maine.gov/mdot

____ Original Submission

____ Revision # _____

MaineDOT CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION FORM

Low Bidder must furnish this form to Contracts Section by close of Bid Opening day.

Contractor: _____ **Telephone:** _____

Prepared by: _____ **Fax:** _____

BID PRICE: $_____ **BID DATE:** _____/_____/_____

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

TOTAL DBE _____ **% PARTICIPATION FOR THIS PROJECT**

WBE•	DBE•	Firm Name	Unit/Item Cost	Quantity	Description of Work & Item Number	Actual $ Value
					Total ›	

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

Equal Opportunity Use:

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

____ Accepted ____ Rejected _____

cc: ☐ Contracts ☐ Other _____

- **WBEs are non-minority women owned firms certified by MaineDOT**
- **DBEs are male and minority owned firms certified by MaineDOT**

For a complete list of certified firms go to http://www.maine.gov/mdot

Rev. 11/03

✓ Original Submission

Page 1 of 1

____ Revision # _____

MaineDOT CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION FORM

Low Bidder must furnish this form to Contracts Section by close of Bid Opening day.

Contractor: XYZ Construction Company **Telephone:** (207) 888-0000

Prepared by: Michael Marks **Fax:** (207) 888-0001

BID PRICE: $ 6,800,700.00 **BID DATE:** 12 / 30 / 04

FEDERAL PIN # STP-4444(00)X **PROJECT LOCATION:** Northtown

TOTAL DBE 5.68 **% PARTICIPATION FOR THIS PROJECT**

WBE•	DBE•	Firm Name	Unit/Item Cost	Quantity	Description of Work & Item Number	Actual $ Value
X		Norpine Landscape	181/EA 169/EA 39/EA	5 EA 5 EA 5 EA	621.037 Evergreen Tree (1500-1800mm) 621.262 Lg Decid Tree (300-600mm) 621.54 Decid Shrubs	905.00 845.00 195.00
X		Star Security	15.MHR	20500 MH	652.38 Flagger	307,500.00
X		Superior Construction	24.61/M 47.07/M 49.28/M 60/EA 26/EA 35/EA 250/EA 1900/EA	39M 1017M 69M 9 EA 90 EA 20 EA 2 EA 12 EA	Guard Rail Beam GR Type 3C – Single Rail GR Type 3C – Over 4.5 m RAD Term End – Sgl Rail – Galv Steel GR Delineator Post Single Wood Post Multiple Mailbox Support GR 350 Flared Terminal	935.18 47870.19 3400.32 540.00 2340.00 700.00 500.00 22800.00
					Total ›	386,585.69

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

Equal Opportunity Use:

Form received: 12 / 30 / 04 Verified by: *Jacklyn LaPerriere*

✓ Accepted ____ Rejected _____

cc: ☑ Contracts ☐ Other _____

- **WBEs are non-minority women owned firms certified by MaineDOT**
- **DBEs are male and minority owned firms certified by MaineDOT**

For a complete list of certified firms go to http://www.maine.gov/mdot

CERTIFICATION OF FINAL DBE PAYMENT

Contractor submit to: Rebecca Pooler, MaineDOT Capitol Resources Contract Section with final Project documentation.

Consultant submit to Project Manager with final Project documentation.

Complete one form for each DBE Participant

Project Number and Location: _____

Total DBE Participation $ _____ % _____

In connection with the above referenced contract we the undersigned, jointly certify and attest the following information to be true.

1. DBE Firm: _____

2. Describe work performed by DBE on this project: _____

   _____

3. Total amount paid to DBE to date: $ _____

4. Total amount remaining to be paid to DBE $ _____

5. Is amount paid to DBE expected to increase when final invoice is submitted:

   Yes ____ No _____

6. If yes, approximately how much? $ _____

Attest:

CONTRACTOR/CONSULTANT	**DBE**
_____ (Firm's Name)	_____ (Firm's Name)
_____ (Signature)	_____ (Signature)
_____ (Title)	_____ (Title)
_____ (Date Signed)	_____ (Date Signed)

CERTIFICATION OF FINAL DBE PAYMENT

Contractor submit to: Rebecca Pooler, MaineDOT Capitol Resources Contract Section with final Project documentation.

Consultant submit to Project Manager with final Project documentation.

Complete one form for each DBE Participant

Project Number and Location: MDOT-Jefferson STP-1064(500)X Pin 10210.10

Total DBE Participation $ 74,696.00 % 4.3%

In connection with the above referenced contract we the undersigned, jointly certify and attest the following information to be true.

1. DBE Firm: ABC Company

2. Describe work performed by DBE on this project: Groundwork

3. Total amount paid to DBE to date: $ 357,456.00

4. Total amount remaining to be paid to DBE $ 0.00

5. Is amount paid to DBE expected to increase when final invoice is submitted:

   Yes X No _____

6. If yes, approximately how much? $ 7,834.00

Attest:

CONTRACTOR/CONSULTANT	**DBE**
The XYZ Company of Maine	ABC Company
(Firm's Name)	(Firm's Name)
X.Y. Zummineritx	A.B. Ceminasina
(Signature)	(Signature)
Plant Manager	Owner
(Title)	(Title)
October 27, 2003	December 12, 2003
(Date Signed)	(Date Signed)

On-the-Job Training (OJT) Program

Program manual available at:
http://www.state.me.us/mdot/disadvantaged-business-enterprises/dbe-home.php
or by calling 207-624-3066

OJT LETTER OF INTENT

SUBMIT TO DEO/ER AT CONTRACT AWARD

Total Training Hours: _____

Contractor Name _____ anticipates training in the classifications listed and expect to start each on the below given dates:

1. _____ **Date:** _____

2. _____ **Date:** _____

3. _____ **Date:** _____

Report of employment statistics for the entire Company workforce, by hours worked for each craft for the last calendar year.

Position	Total Employees	White Males	Females	Hispanic	American Indian	Black	Asian	Disabled	Number of Recalls
Superintendent									
Operating Engineer									
Equipment Operator									
Mechanics									
Truck Drivers									
Ironworker/Rod									
Carpenters									
Const.Wkr. Bridge									
Const.Wkr.Hwy.									
Pipelayer									
Bridge Maint Wkr.									
Laborer, Semi-Skill									
Laborer, Unskilled									
Foreperson/Bridge									
Foreperson/Hwy									
Welder									
Other, _____									
Other, _____									

Approved by

DEO/ER Official: _____ Date: _____

(cc: MDOT on-site Project Representative, File, WU)

Send to: Maine Dept. of Transportation
Office of Human Resources
16 State House Station
Augusta, ME 04333-0016

Project Name: _____

Contractor: _____

Project Name: STP-1234(900)X Project Location: My Home Town

OJT LETTER OF INTENT

Total Training Hours: 2000

Contractor Name XYZ Construction Company anticipates training in the classifications listed and expect to start each on the below given dates:

1. **Construction Worker Highway** **Date:** **05/01/04**
2. **Equipment Operator** **Date:** **05/01/04**
3. _____ **Date:** _____

Report of employment statistics for the entire Company workforce, by hours worked for each craft for the last calendar year.

Position	Total Employees	White Males	Females	Hispanic	American Indian	Black	Asian	Disabled	Number of Recalls
Superintendent	**53,000**	**47,000**	**6,000**						**50**
Operating Engineer									
Equipment Operator	**360,000**	**340,000**	**13,000**	**3,000**	**1,000**	**2,000**	**1,000**		**40**
Mechanics									
Truck Drivers	**340,000**	**300,000**	**30,000**		**5,000**	**5,000**			**230**
Ironworker/Rod									
Carpenters									
Const.Wkr. Bridge									
Const.Wkr.Hwy.									
Pipelayer									
Bridge Maint Wkr.									
Laborer, Semi-Skill	**97,500**	**78,000**	**12,500**	**1,500**	**3,500**	**2,000**			**60**
Laborer, Unskilled									
Foreperson/Bridge									
Foreperson/Hwy	**67,000**	**65,000**	**2,000**						**35**
Welder	**17,000**	**16,998**				**2**			**40**
Other,									

Approved by

DEO/ER Official: *Maureen Murray* Date: 4/28/04

MDOT Representative

(cc: MDOT on-site Project Representative, File)

Submit to:
Women Unlimited
71 Winthrop Street
Augusta, ME 04330-5505
(207) 623-7576 or 1-800-281-5259
(207) 62307299 (fax)

SUBMIT PRIOR TO PRE-CONSTRUCTION PHASE

OJT REGISTRATION/ENROLLMENT FORM

Submit in FULL

Name: _____,

Address: _____ , _____Me. _____

Phone No: _____ Social Security No: _____

Ethnic/Protected Class: _____ Sex: ____ Male ___ Female

Project Number: _____ Project Location: _____

Training Classification: _____ Hours: _____

_____ New Hire _____ Upgrade _____ Other, what _____

_____

Enclosed copy of: _____ Resume or _____ Job Application.

Expected Start Date: ____/____/___ Start Wage: $_____/hr.(____% journeyed rate)

Expected End Date: ___/____/___End Wage: $_____/hr.(_____% journeyed rate)

Site Phone No: _____EEO Officer: _____

* No contractor will be given credit until this form is approved by DEO/ER.

Notice: Per Contract Special Provision, should the DEO/ER determine the Contractor has not complied with the approved training program, the number of remaining hours for each trainee will be multiplied by the prevailing wage rate for that particular classification. The resulting figure shall be deducted from the Contractor's final payment.

_____ ___/___/___ _____ ___/___/___

Trainee Signature Date Employer Signature Date

FOR MDOT USE ONLY:

Approved By:

MDOT Official: _____ Date: _____

(cc: MDOT on-site representative Contractor, Trainee, File, WU)

OJT REGISTRATION/ENROLLMENT FORM
Submit in FULL

Name: JANE Q. PUBLIC,

Address: 12 DOWN YOUR STREET, ANYTOWN Me. 04000

Phone No: (207) 999-0000 Social Security No: 000-00-0000

Ethnic/Protected Class: FEMALE Sex: ____ Male X Female

Project Number: NH-9999(00)X Project Location: SOMEWHERE

Training Classification: EQUIPMENT OPERATOR Hours: 1000

X New Hire ____ Upgrade ____ Other, what _____

Enclosed copy of: X Resume or ____ Job Application.

Expected Start Date: 05/ 01 / 04 Start Wage: $ 10.00 /hr.(____% journeyed rate)

Expected End Date: 10/ 01 / 05 End Wage: $ 11.00 /hr.(____% journeyed rate)

Site Phone No: (207) 888-0000 EEO Officer: JOE BOSS

* No contractor will be given credit until this form is approved by DEO/ER.

Notice: Per Contract Special Provision, should the DEO/ER determine the Contractor has not complied with the approved training program, the number of remaining hours for each trainee will be multiplied by the prevailing wage rate for that particular classification. The resulting figure shall be deducted from the Contractor's final payment.

Jane Q. Public	04 / 15 / 04	*Joe Boss*	04/ 15/ 04
Trainee Signature	Date	Employer Signature	Date

FOR MDOT USE ONLY:
Approved By:
MDOT Official/Representative: *Maureen Murray, Women Unlimited* Date: 4/23/04

(cc: MDOT on-site representative, Contractor, Trainee, File, WU)

Week Ending:

Weekly OJT Evaluation Form

Maine Department of Transportation

Trainee Name: _____ **Classification:** _____
Project #: _____ **Wage:** _____
Location: _____ **Effective Date:** _____
Company: _____

Submit to: Construction Manager
(include for off site training)

STATE USE ONLY
Hours eligible for reimbursement: _____

N=Needs Improvement A=Acceptable E=Excellent

Phase of Training	Safety	Productivity	Quality	Understanding	Attitude	Attendance	Required Hours	Hours Accumulated as of Last Week	Total Hours This Week on site	Total Hours This Week off site	Total Hours Accumulated To Date
							Total Hours				

Date: **Explanation:**

_____ ☐ **Promotion** **(wage increase: _____)**
_____ ☐ **Discipline** _____
_____ ☐ **Dismissal** _____
_____ ☐ **Quit** _____
_____ ☐ **Laid Off** _____

Job Functions Performed This Week & Other Comments: (Complete Each Week)

Completed by: _____ **Date:** _____ **Trainee's Signature:** _____ **Date:** _____
(Immediate Supervisor)

MDOT Representative: _____ **Date:** _____

(Copies To: 1-MDOT, 2-Company, 3-MDOT On-site Representative, 4-Trainee)

Week Ending: 12/30/04

Weekly OJT Evaluation Form

Maine Department of Transportation

Trainee Name: JANE Q. PUBLIC
Project #: STP-1234(900)X
Location: MY HOME TOWN
Company: XYZ CONSTRUCTION COMPANY

Classification: CONSTRUCTION WORKER HIGHWAY
Wage: 10.00
Effective Date: 5/1/04

Submit to: Construction Manager
(include for off site training)

STATE USE ONLY
Hours eligible for reimbursement: 43.5

N=Needs Improvement A=Acceptable E=Excellent

Phase of Training	Safety	Productivity	Quality	Understanding	Attitude	Attendance	Required Hours	Hours Accumulated as of Last Week	Total Hours This Week on site	Total Hours This Week off site	Total Hours Accumulated To Date
Familiarization	E	N	A	A	A	N	30.0	19.5	1.0		20.5
Knowledge	E	A	A	E	A	A	970.0	425.0	42.5		467.5
							Total	444.5	43.5		488.0

Hours

Date: Explanation:

☐ Promotion (wage increase:)
☐ Discipline
☐ Dismissal
☐ Quit
☐ Laid Off

Job Functions Performed This Week & Other Comments: (Complete Each Week)

Completed by: *Joe Boss* Date: 1/8/05 Trainee's Signature: *Jane Q. Public* Date: 1/15/05
(Immediate Supervisor)

MDOT Representative: *Maureen Murray* Date: 1/17/05

(Copies To: 1-MDOT, 2-Company, 3-MDOT On-site Representative, 4-Trainee)

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Right of Way

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CHAPTER EIGHT
LOCAL AGENCY ACQUISITION

8-1 LOCAL AGENCY ACQUISITION POLICY

8-1.01 Partnering with Municipalities

Citizens of the State and the community benefit when local officials acquire right of way under agreement with the Maine Department of Transportation. Local officials know the needs and concerns of citizens. Property owners in the path of highway development are more likely to amicably settle property acquisition claims on the basis of fair market value when they are approached by officials they know, who share the same community interests. This enables highway projects to be completed expeditiously and at reasonable cost. It also results in a high degree of citizen satisfaction with the right of way process and the completed project.

Private ownership of property is a basic American right that is protected by the United States and the Maine Constitutions. The taking of property is constitutionally conditioned on public necessity and on payment of just compensation for property that is acquired for a public need. Federal and State legislative enactments provide additional citizen protections and rights. These control the process by which property is acquired and are intended to insure that persons who are affected by acquisition are not disproportionately injured by projects that are intended to benefit the public as a whole.

The Maine Department of Transportation (MDOT) assists municipalities to acquire real property that is needed for highway projects in compliance with Federal and Maine law. This Chapter sets forth basic requirements of law and State policy. It describes and explains the critical steps in the property acquisition process. The objective is to enable local officials to proceed with confidence that they are conforming to all requirements of the law, reducing the amount of time devoted to the research and study of procedures and rules.

This Chapter does not address unique or complex situations. Right of way acquisition is a human endeavor. Circumstances will arise that are not addressed by this brief coverage and that may be outside the experience of officials charged with this function. To address this situation, MDOT assigns a liaison representative to advise and consult on project right of way issues and problems. The assigned MDOT staff will have varied statewide experience and will provide practical advice that conforms to applicable law and regulations. In addition, the MDOT representative will strive for program consistency so that citizens are treated fairly and equitably, without regard to the part of the State they live in or the nature of their occupancy or type of acquisition.

8-1.02 MDOT Services

The Department will perform the following activities with regard to locally administered right of way acquisition projects:

1. Insure that the project is on the Biennial Transportation Improvement Program and that Federal funding is committed, if applicable.

2. Consult with local officials to identify the scope, schedule and cost of right of way acquisition.

3. Prepare an agreement in consultation with local officials defining the State/local project responsibilities.

4. Provide current and continuing advice on the application of State and Federal laws and regulations concerning right of way acquisition to specific project and parcel problems and situations.

5. Provide revisions and updates to regulations, policies, procedures and guidance material.

6. Provide training to local staff that are or will be engaged in right of way acquisition. Training is normally delivered through an agreement with professional organizations including the National Highway Institute, the International Right of Way Association or the American Association of State Highway and Transportation Officials.

7. Monitor the performance of right of way activity in conformity with MDOT's Quality Assurance/Quality Control Program.

8. Provide referrals of qualified and experienced private service providers in right of way functions, including appraisal, negotiations, relocation, legal services and title work.

9. Provide reimbursement for eligible costs based on supported claims that are submitted by the local jurisdiction.

The assigned MDOT liaison representative will perform many of the above services. The municipality shall maintain continuing contact with the representative through the property acquisition phase of the project. Normally, the MDOT representative will meet with the responsible municipal officials at an early stage in the project to review policy questions and the project schedule and to discuss any critical or complex cases.

Although the municipality will assume responsibility to acquire property in compliance with all applicable State and Federal laws, regulations and policy, it is the Department's ultimate responsibility to insure that the acquisition is being accomplished as required. Coordination between the Department and the local agency can be an essential element in providing that

assurance. The Department will closely monitor the acquisition activities of the agency on a regular and ongoing basis.

8-1.03 MDOT/Municipality Agreement

A formal agreement defining the roles and responsibilities of the municipality and the Department will be executed for every project on which a municipality will assume responsibility. This is a comprehensive agreement covering all phases of work, including right of way. The agreement will normally provide for complete assumption by the municipality of all right of way acquisition responsibility. However, specific activities may be reserved for MDOT performance. This may include the relocation of residents who will be displaced as a result of acquisition.

The agreement will state that the standard of performance for right of way work will meet the requirements of the ***Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*** (as amended)(***Uniform Act***). This Chapter sets forth the basic and minimum requirements of the ***Uniform Act*** for the acquisition of property where no relocation is involved.

The MDOT/Municipality Agreement is an open-draft document that is intended to address the circumstances of specific projects. MDOT staff will consult with local officials in advance concerning the scope and content of the agreement so that it is relevant to the project and meets the needs of both parties.

8-1.04 Applicable Laws and Regulations

The local agency performing property acquisition is subject to the same laws and regulations as if MDOT were the acquiring agency. Following is a brief summary of the legal authorities that control the acquisition of real property for right of way:

1. U.S. and Maine Constitutions. Both require public necessity and payment of just compensation for the taking of private property. Additionally, the U.S. Constitution requires due process when States acquire privately owned property.

2. ***The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*** (amended 1987). The ***Uniform Act*** is landmark Federal legislation that applies to all property acquisition for Federal or Federally-funded projects. States, including Maine, have enacted legislation that enables compliance with the Federal law. Maine, through State law, has extended its provisions to State-funded projects.

   The ***Uniform Act*** extends a system of rights and protections to property owners, with corresponding obligations for acquiring agencies. It sets forth a process for establishing value (just compensation) and negotiating with owners to encourage amicable settlements, thereby minimizing having to resort to the courts for condemnation. An important part of the ***Uniform Act*** provides a system of protections and benefits to persons who are displaced as a result of public projects.

The procedural provisions described in this Chapter arise from the requirements of the ***Uniform Act.***

3. 23 ***CFR*** 710. The ***Code of Federal Regulations*** (***CFR***) provides interpretive detail to Federal law and carries the full force and effect of Federal law. The above regulatory reference pertains to real property acquisition policy for highways.

4. 49 ***CFR*** 24. This is the Federal regulation that sets forth policy in implementing the relocation provisions of the ***Uniform Act***.

5. Title 23 ***MRSA*** Part 1. State Highway law contains provisions at Sections 61, 63, 73 through 246, 652 and 653 pertaining to the acquisition of real property and the relocation of displaced persons. Municipalities acquire property under authority of Title 23 Part 3, Chapter 304 (see below). However, this Chapter refers back to Sections 154 through 154E in Part I for purposes of determining damages to real property.

6. Title 23 ***MRSA*** Part 3 Chapter 304. This is the Maine Revised Statute pertaining to local highway law. Chapter 304 defines the acquisition of property for highway purposes.

The Maine Statutes referenced above are fully conforming to the detailed provisions of the ***Uniform Act*** and the implementing regulations in 23 ***CFR*** 710 and 49 ***CFR*** 24.

8-1.05 Transfer of Title to the State of Maine

When a municipality acquires fee title and/or easements on a State or State-aid road, title to the facility will be transferred to the State of Maine when the project is complete. The process for the transfer will be determined in consultation with the Project Development Bureau Survey and Mapping Unit.

8-1.06 Quality Assurance

The Department is committed to continuously improve the quality, efficiency and effectiveness of its programs and services. In partnering with MDOT, a municipality or local agency assumes a role in quality assurance. MDOT's concept of quality is based on the premise that every person involved in the process at any level has a responsibility for advancing quality. Quality advancement is a responsibility of each employee. It is not exclusively a management, supervisory or audit function. The following activities are appropriate quality advancement measures that can be undertaken by the municipality performing real property acquisition:

1. Perform a second-party internal review of all documents before they are delivered to the property owner. This includes appraisals, agreements, and instruments of conveyance, offer letters, etc.

2. Provide relevant training to agency personnel who are engaged in specialized right of way activity (e.g., appraisal, negotiations, titles, relocation).

3. Perform quality spot checks of completed work concurrent with any ongoing project acquisition activity.

4. Perform peer reviews of work activity when there is more than 1 staff peraon involved in property acquisition for right of way.

5. Conduct phone or mail surveys of property owners following acquisition.

6. Develop internal procedures or policy to apply to specific recurring situations or circumstances in order to insure consistency and equitable treatment.

7. Perform joint project reviews between MDOT and local agency management staff.

The above are examples, but not an exhaustive list, of quality assurance actions. Other measures may be appropriate and effective depending on agency staffing, organization and the project. Specific quality assurance measures may be suggested by MDOT and incorporated into the MDOT/Municipality Agreement.

The agency quality assurance activities do not replace audits and reviews that are performed by State, Federal or local audit authorities. The Department has responsibility under 23 ***CFR*** 710.203(c) to monitor property acquisition activities conducted by political subdivisions to ascertain that right of way is acquired in accordance with the provisions of State and Federal laws and as required by Federal Highway Administration directives.

8-2 ACQUISITION PROCESS REQUIREMENTS

The procedural items discussed in this Section are basic requirements of the ***Uniform Act*** in the process of acquiring real property for highway right of way. They are presented with minimum detail in order to afford flexibility to municipalities to adapt their process to their organization structure and the nature of the project. Additional information can be secured from the other chapters of this *Manual* that pertain to individual acquisition functions. Also, information and advice will be available from the MDOT Right of Way liaison representative.

8-2.01 Title Investigation and Certification

Title investigations and certifications may be performed by municipality legal staff, or may be contracted to private attorneys.

Municipalities will follow the standards established by the Maine State Bar Association for title examinations, including treatment of clouds or defects in title. Exceptions to these standards will be acceptable only on approval of the MDOT Office of Legal Services.

As soon as the right of way acquisition needs are identified for a project, acquisition to date titles will be prepared for all properties from which either permanent or temporary rights will be acquired. This work will enable detailed plotting of property lines and ownership information on plans.

Detailed guidance on title examinations for highway acquisition, including length of title search history for different types of takings is provided in Chapter 2. Section 2-4.03 provides guidelines for handling clearance of mortgages and other liens on property. On property acquired by deed, liens will be extinguished by securing releases, or the lien holder will named as payee on the check for settlement in accord with criteria for different types of acquisitions defined in Section 2-4.03.

A final rundown of title will be performed on all acquisitions immediately prior to recording the acquisition documents. The municipality will secure an attorney's certification that the municipality has secured the required necessary rights to construct the project as designed, and that all applicable Federal and State requirements governing these acquisitions are satisfied. A final project certification will be made using the format of the MDOT Certification statement referenced in Chapter 1, Section 2.02(b).

8-2.02 Right of Way Mapping

The function of right of way mapping includes gathering and managing real property information and highway system information, and preparing the right of way plans and acquisition documents necessary to acquire property for highway projects. This section provides a brief overview of the mapping function. Detailed requirements for mapping are contained in Chapter 2.

The initial step in mapping is gathering data on ownership and improvements on each parcel of land the project is likely to affect. Mapping personnel then determine property rights underlying the existing or proposed transportation facility. Mappers will translate the information into preliminary right of way maps that show the existing limit of the right of way or other MDOT ownership. Mappers later prepare final right of way plans that document the new right of way limits of the project, basic design features including entrances and slopes, and the areas and types of acquisitions needed for the project. The final right of way plan serves as the basis for the parcel descriptions included in the property acquisition documents. A municipality will need to provide maps and property plats for the condemnation cases.

Municipalities may contract for performance of mapping functions. Guidance for the mapping process is contained in Chapter 2. The MDOT Program Services Mapping unit can provide detailed advice on mapping specifications or questions on specific project situations.

8-2.03 Determination of Just Compensation

Just compensation is the measurement of damages resulting from a taking under power of eminent domain. The agency's estimate of just compensation is determined by means of real estate appraisal, which are independently reviewed by a qualified review appraiser.

Independent contract appraisers in Maine are certified or licensed by the Maine Department of Professional and Financial Regulation. MDOT maintains an Appraisal Register, which is a current listing of consultant appraisers who are properly licensed or certified and are otherwise qualified by experience and performance to appraise property to be acquired for highway right of way. MDOT recommends that a municipality contract with an appraiser on the Appraisal Register.

When using an independent appraiser, consider the following:

1. Information Provided to the Appraiser. It is critical that the appraiser be provided with sufficient information to value the property rights to be acquired. The following should be provided:

    a. Name, address and phone numbers of the owner(s);

    b. Preliminary title information indicating current ownership and recent sales;

    c. Description of the property rights to be appraised; and

    d. Plan sheet indicating property lines and taking, including grade changes and mitigation measures (e.g., driveway restorations or landscaping).

2. Provide Owner the Opportunity to Accompany Appraiser. The appraiser must provide an opportunity to the property owner to accompany the appraiser in an inspection of the property. This is a basic requirement of the ***Uniform Act*** and cannot be waived. The appraiser should document efforts to contact the owner as well as provide the owner's response to the offer to accompany the appraiser.

3. Appraisal Format and Number of Appraisals. When developing the appraisal, consider the following:

   a. The Department uses a Short Format Appraisal to value property when there are no damages or special benefits to the remainder and the highest and best use of the remaining property is not changed. This is discussed in Section 4-2.04.

   b. The Department may waive a formal appraisal of uncomplicated acquisitions where the value of the taking does not exceed $5,000. In this instance, just compensation is determined by a qualified person, not necessarily an appraiser, through a simplified valuation process based on direct comparison with available market sales information. In order for an assessor to be deemed qualified, they must be either a Certified Maine Assessor or a Certified Assessment Technician. This process is fully described in Chapter 3. It should be noted that the administrative acquisition process is used only when settlement can be reached on this basis after explaining the process to the owner.

   c. Some acquisitions will require more than one appraisal to be performed. Circumstances for a second appraisal include the property or the acquisition being of high value or uncertainty existing about the highest and best use of the property either before or after the acquisition.

   d. Before executing an agreement, the MDOT liaison representative will review the expected property acquisitions with local officials and jointly agree as to the proper appraisal format to be used and acquisitions in which more than 1 appraisal is appropriate.

4. Appraisal Review to Determine Value. The fair market value offer that will be presented to the property owner as just compensation is determined by a formal review of the appraisal(s) secured for the property. The appraisal review function may be performed by a qualified agency representative or by a licensed or certified contract appraiser who is not associated with the person who performed the appraisals. The appraisal review will include a check of the factual information and computations in the appraisal. It will also conclude to a fair market value for the acquisition based on an evaluation of support and reasonableness of the appraisal value conclusion. The review appraiser is responsible to secure any needed appraisal corrections or additional documentation. The appraisal review process is discussed in Section 4-5.

5. Written Statement of and Basis for Amount Established as Just Compensation. A written offer of fair market value must be prepared for presentation to the owner, accompanied by a summary statement of the basis for the amount the agency has established as just compensation. The summary must provide the following

information to enable the owner to make a reasonable judgment concerning the amount of the offer:

a. A description and location identification of the real property and the interest in the real property being acquired;

b. Identification of buildings, structures and other improvements, including removable building equipment and trade fixtures, considered to be part of the real property to be acquired; and

c. The amount established as just compensation. In the case of a partial acquisition, the compensation for the real property to be acquired and for damages to the remaining property must be stated separately.

8-2.04 Negotiations with the Owner

Agencies that acquire private property for public projects are aware of the need to be sensitive to property owner concerns as well as their rights under the Maine and the U.S. Constitution and laws. Most owners are willing sellers. However, the process is involuntary in that the owner does not have the option not to sell. Therefore, it is important to negotiate for acquisition with a high degree of preparation, knowledge about the public need (i.e., the project) and professionalism in contacts with owners. Before negotiations can begin, the municipality must ensure that the NEPA process is complete and that the appropriate documentations are in place.

The agency representative should present the written offer of fair market value in person, explain the project and the need for acquisition, and address any owner questions about the offer and the valuation process. In addition, the representative should discuss the project schedule and any effects of the acquisition or the project on remaining property. Sufficient time should be provided to the owner to consider the offer and to consult with others concerning the acquisition and the reasonableness of the offer. This may require follow-up contacts. The agency has a responsibility to make every effort to acquire property expeditiously by negotiations.

The agency-determined fair market value is the basis for negotiations, but the offer should not be considered a "take it or leave it" alternative. Information provided by the owner may be cause to revise the offer, for instance, if an important element of value were omitted from the appraisal or the acquisition was not properly described in the appraisal. Also, the agency has authority to administratively increase the offer amount if this would promote a settlement that would be in the overall public interest. Reasons for administrative settlement need not be based on valuation, but might consider other factors including condemnation costs, need for expeditious settlement or the risk of a court award that is significantly greater than the agency determination of value.

Any administrative settlement offer amount that is above the established fair market value must be fully explained in the file by the authorizing official, with an explanation as to how the offer is in the public interest. All negotiations contacts with owners should be documented on a diary log that states the date of contact, the parties contacted and a summary of the discussion. Chapter 5 provides a more detailed discussion of the negotiations process.

8-2.05 Tenant-Owned Improvements

The property acquired may include buildings, structures or other real property improvements that are owned by a tenant rather than the landowner. The tenant may have a lease that specifies that improvements be removed at termination of the lease. Tenant-owned improvements are more likely to be encountered on commercial use property. Examples include trade fixtures in a retail store or a panelized walk-in cooler for a restaurant. A tenant-owned improvement on a residential property might be an outbuilding (e.g., a storage shed) or a swimming pool.

Property that would be considered real property if it is owned by the landowner is also considered real property for acquisition purposes. The agency must acquire interest in tenant-owned improvements that are located on property that is acquired for the project. A separate offer of the value of the improvements must be made to the tenant owner, but only if the landowner first disclaims any interest in the improvements. If the landowner refuses to disclaim interest, the tenant is advised of this fact. The acquisition payment to the landowner will include the value of the improvements. Disputed ownership will then be a matter to be resolved between the landowner and the tenant.

The value of tenant-owned improvements will be determined as the greater of the amount that the improvement contributes to the fair market value of the whole property, or the value for removal, which is the same as salvage value.

8-2.06 Uneconomic Remnants

An uneconomic remnant is a remainder property after acquisition that the acquiring agency determines has little or no utility or value to the owner. The ***Uniform Act*** requires that the agency offer to purchase uneconomic remnants. This requirement is based on the reasoning that an owner should not be burdened by having to maintain and incur taxes and other costs for a property remnant that is created by the public taking that is of no value or use to the owner. The decision to sell the uneconomic remnant is voluntary on the part of the owner.

8-2.07 Donations

The acquiring agency may accept donation of the property or any part of the compensation that would be due to the owner for the acquisition. However, in requesting or accepting a donation, the agency must inform the owner of the right to have the agency appraise the property and be offered full fair market value. If the motivation for donation is a tax reduction, the owner should

be advised that the Internal Revenue Service requires an independent third-party appraisal to support any deduction from taxes. The agency may, at its election, reimburse the owner's cost for an appraisal. The selection of an appraiser and compliance with tax law requirements is the property owner's responsibility.

It is important that the agency not take any action that could be perceived as coercive of the owner to donate property. An example of a coercive act would be to tell an owner: "All your neighbors have agreed to donate. They are going to be unhappy to know this project is delayed because of your refusal to donate".

8-2.08 Exercise of Eminent Domain

The municipality acquiring real property should make every reasonable effort to settle amicably by negotiations as described above. If municipal officials determine after sufficient contacts that settlement based on negotiations is not feasible, and the project schedule requires immediate taking of property interests, title should be acquired by filing a condemnation order in the manner specified in 23 ***MRSA*** Chapter 304, Section 3023. The municipality will issue a check in the full amount of determined damages, fair market value, for delivery with the service of record copy of the condemnation order. Service on any one of multiple owners will be considered service on all owners. Title will pass to the municipality on service of the order of condemnation and check, or recordation of the deed or certificate as specified in 23 ***MRSA*** Section 3024, whichever occurs first.

A property owner who is not satisfied with the determination of damages that are awarded in the process of eminent domain as described above may appeal to the State Supreme Court in the county where the property lies. The owner's appeal to the Superior Court must be made within 60 days after the day of taking as specified in 23 ***MRSA*** Section 3029.

8-2.09 Payment for Property Before Being Required to Surrender Possession

The ***Uniform Act*** requires that no owner be required to surrender possession of real property before the acquiring agency pays the agreed purchase price. This requirement is served in condemnation by the process described in Section 8-2.08. In negotiated settlement, the municipality will deliver a payment check to the owner in the full amount of the agreed settlement before the agency takes physical possession of the property or requires the owner to vacate the property.

8-2.10 Payment for Expenses Incidental to the Transfer of Title

The acquiring municipality will pay actual and reasonable costs of transferring the title to the acquired property, including:

1. Recording fees, transfer taxes and similar expenses, if any, that are incidental to conveying the property to the municipality;

2. Penalty costs for prepayment of any preexisting recorded mortgage encumbering the real property; and

3. The pro rata share of real property taxes paid by the owner for the period after the date of vesting title or the effective date of possession of the property, whichever is earlier.

8-2.11 Written Advance Notice to Vacate Occupied Property

No person who is lawfully occupying real property will be required to move from a dwelling or to move a business or farm operation without at least 90 days' written notice from the acquiring agency of the date by which the move is required. The occupant should have a reasonable length of time to find other adequate facilities (e.g., housing or replacement business site) and to effect an orderly relocation.

The timing, content and delivery of a notice to vacate are determined by the Relocation Program procedures. If issuance of a formal notice to vacate is required, the municipality should consult with the MDOT liaison representative to insure that the notice complies with all regulatory requirements.

Less than 90 days' advance written notice is permitted if continued occupancy of the property would constitute a danger to the person's health or safety. The determination and circumstances must be included in the project files.

8-2.12 Relocation of Residents or Businesses

The municipality may pay for the relocation of minor personal property items from the acquisition area to remaining property as a direct reimbursement claim based on the owner's actual and reasonable cost.

The relocation of residences, businesses or farms must be undertaken in strict compliance with Title 3 of the ***Uniform Act*** and Chapter 6 of this *Manual*. Relocation is a highly specialized activity. MDOT recommends that the municipality consult with the assigned liaison representative at the earliest time that a possible residential or business displacement is identified. The circumstances will be reviewed and determination made as to whether the relocation function will be performed by the municipality, contracted to a qualified private party or performed by MDOT staff.

It is important to know that property acquisitions that involve relocation will require significantly greater lead time than those acquisitions involving land only. There is an absolute requirement to make comparable replacement housing available to each displaced person or household and to provide at least 90 days' notice after a displacee is advised of the availability of replacement housing. The agency must schedule the project to accommodate the relocation time requirements.

8-3 PROPERTY MANAGEMENT

The municipality is responsible for maintenance, security and management of acquired land improvements after acquisition. This includes the following items:

1. Rodent Control. Properties should be inspected after acquisition for rodents and other hazardous conditions. If rodent infestations are found, the municipality must take removal actions to preclude migration to nearby properties. This should be performed before the demolition of any improvements.

2. Hazardous Substances. Buildings containing asbestos or other hazardous materials must be demolished in compliance with State and Federal criteria for these conditions. See Chapter 7 for further information.

3. Security and Safety. The municipality is responsible to maintain safe conditions at acquired sites. This includes preventing blighting influences to adjacent property by removing accumulations of trash and taking measures to control vandalism and dumping. Buildings should be secured appropriately, including boarding or fencing if necessary. Particular attention must be given to removing conditions that could attract and be hazardous to children.

4. Demolition or Removal of Structures. Structures may be sold for removal from the site or be demolished. If structures are sold, the municipality must use a fair and open process for selecting a buyer, require a cash security deposit or bond to guarantee performance, and require insurance to indemnify the municipality and the State from any liability.

   The municipality may demolish structures with its own forces or contract for demolition prior to construction, or removal may be included as a work item in the highway construction contract.

   The owner of acquired land may retain ownership of structures for removal to remaining property. This should be arranged during the negotiations for the property, with appropriate adjustment to the fair market value to reflect the retention value of the structures.

5. Rental of Acquired Property. Normally, the construction schedule will preclude the rental of acquired property prior to project construction. If the project is delayed or property is acquired significantly in advance of project need, the municipality may allow occupancy for public or private use. If rented, the amount charged may not exceed what is appropriate for short-term occupancy in the area. The rental or use and occupancy agreement should specify that occupancy after agency acquisition does not create any right or obligation by the municipality or MDOT for relocation benefits of any kind.

Any revenues that are generated from the rental of property or the sale of improvements will be applied to reduce the net cost of the project.

8-4 PARCEL AND PROJECT RECORDS AND REPORTS

8-4.01 Parcel and Project Files

The acquiring agency will keep a separate file for each real property acquisition and a file for the right of way project as a whole. The records will be sufficient to demonstrate compliance with applicable laws and regulations. The following will be included in the parcel and project files:

1. Right of way map or plan showing the right of way acquired, including parcel numbers property lines, area acquired and structure improvements and fences;
2. Project plans and property plats, sketches or descriptions;
3. Property ownership information, including title reports;
4. Appraisal Reports and related assignment and contract documents;
5. Statement of determination of fair market value;
6. Offer letters to property owners;
7. Negotiations logs or contact sheets;
8. Correspondence with property owners and MDOT;
9. Settlement agreements and contracts and justifications for administrative settlements;
10. Condemnation documents and filings;
11. Credits for sale or rental of property; and
12. Documents relating to property management or the rental or sale of property and structures.

8-4.02 Project Summary Records

Project summary data should be maintained as agreed in consultation with MDOT for each project. This may include a summary sheet showing key dates for each parcel, indicating the following:

1. Appraisal assignment,
2. Date the appraisal was received,
3. Date and amount of the fair market value that was established,
4. Date a written offer was presented to the owner and negotiations were initiated,

5. Date and amount of the settlement,
6. Date condemnation was filed,
7. Date the title was transferred,
8. Costs of excess land and any uneconomic remnants acquired,
9. Incidental expenses by parcel, and
10. Cost of construction items performed for mitigation of damages.

The specific project summary data will vary with the type of project and character of work to be performed. Projects with relocation may require a different data set.

MDOT and the municipality are subject to audit by State authorities, the FHWA and the U.S. Department of Transportation. Beyond the information noted above, sufficient documentation should be retained in files to track the origin and basis for any costs that are charged to the project as specified in 49 ***CFR*** Section 18.42.

The Department provides summary information on acquisition and relocation annually to the FHWA in order to carry out national program reporting responsibilities. The municipality will provide contributing information on projects under its responsibility.

8-4.03 Acquisition Policy Resources

The following Right of Way Program information resources will be provided to the municipality on initial assignment of responsibility for right of way project acquisition:

1. The MDOT *Right of Way Manual*;
2. The FHWA ***Real Estate Acquisition Guide for Public Agencies***;
3. ***Maine Revised Statutes*** Annotated, ***MRSA*** Title 23;
4. U.S. ***Code of Federal Regulations***, 23 ***CFR*** 710–712, and 49 ***CFR*** 24; and
5. Policy memoranda and guidance issued by MDOT and the FHWA .

8-4.04 Confidentiality and Retention of Records

The municipality should insure that all parcel and project files relating to appraisals and negotiations are secure and that only those persons qualified to access the files are allowed to view them. These records are not available for public information except as noted below and their integrity should be carefully maintained. Access to confidential records should be restricted to officials of the municipality, MDOT, the State Auditor and the Federal Highway Administration. Because these data provide the documented support for the establishment and payment of just compensation required by law, they should be secured in a safe area with backup records developed as considered necessary. This is especially important if the data are maintained in computerized form.

Project and parcel records relating to appraisals and negotiations will be open to public inspection 9 months following the completion date of the project. Records relating to claims appealed to the Superior Court will be open to public inspection following the award of the Court.

Notwithstanding public availability of appraisals and negotiations records above, parcel records may contain information of a personal nature relating to claimant income, assets, tax information etc. This information may be protected from disclosure under privacy laws. Officials should consult the local agency or MDOT Chief Legal Counsel before making records available.

The municipality will retain records in accordance with the MDOT records retention policy as provided in the MDOT/Municipality Agreement.

Real Estate Acquisition Guide For Local Public Agencies

U.S. Department of Transportation
Federal Highway Administration

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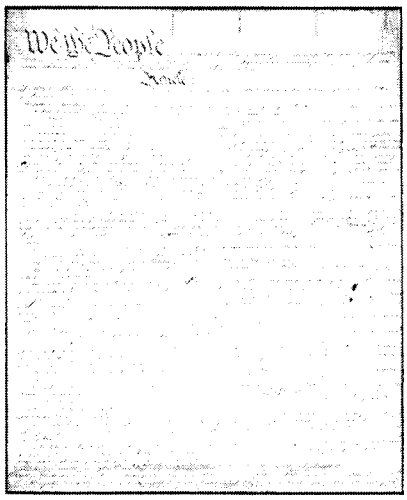
I. INTRODUCTION

This guide is intended to serve as a basic reference for local public agencies and others who receive Federal-aid highway funds for projects involving the acquisition of real property. Typically, the Federal Highway Administration (FHWA) provides funds to State governments who carry out highway projects. These funds are used to support activities related to building, improving, and maintaining designated public roads. In some circumstances, the States pass on the funds to local governments or private entities. Eligibility to receive Federal funds depends upon compliance with Federal laws, regulations, and policies. State and local governments often have additional requirements that apply.



One set of project activities eligible for Federal-aid funding involves the acquisition of real property and the relocation of residents, businesses, and others. Concern for fair and equitable treatment in acquiring private property for public purposes goes back to the beginnings of the United States. The founding fathers placed a high value on the protection of private property. The United States Constitution expresses this philosophy in the Fifth Amendment:

> **"No person shall. . . be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use without just compensation."**

The 14th Amendment to the Constitution extends to States the requirement of following due process when they acquire privately owned property.

There are several reasons that the Federal Government retains a deep interest in the acquisition of real property for federally assisted projects. The most important is ensuring that the Fifth Amendment mandates of due process and just compensation are met when property owners are affected by Federal-aid projects. Another is the goal of acquiring property without delaying the project for which it is needed. Finally, the Federal government is concerned that Federal tax dollars used to fund public improvement projects are spent in an appropriate fashion.

Primary Law for Acquisition and Relocation Activities

Public Law 91-646, The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, commonly called the Uniform Act, is the primary law for acquisition and relocation activities on Federal or federally assisted projects and programs.

Other Federal, State and local laws also govern public project and program activities. The requirements of other Federal laws that affect the process of acquiring private property for public purposes are discussed, at least minimally. However, our primary emphasis in this document will be the Uniform Act and its requirements.

Federal real estate acquisition statutes and regulations include:

<u>United States Code</u>
- Title 23 — Highways
- Title 42, CHAPTER 61 — Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs
- Title 49 — Transportation

<u>Code of Federal Regulations</u>
- 23 Part 710
- 49 Part 24

II. THE UNIFORM ACT AND THE GOVERNMENT-WIDE REGULATION

WHAT DOES THE UNIFORM ACT DO?

The Uniform Act applies to all projects receiving Federal funds or Federal financial assistance where real property is acquired or persons are displaced as a result of acquisition, demolition, or rehabilitation. Anyone connected with the process of acquiring real property for federally assisted projects should be familiar with its provisions. A copy of the Uniform Act (and its implementing regulations) may be found in the Appendix of this guide.

The Uniform Act provides benefits and protection for persons whose real property is acquired or who are displaced from acquired property because of a project or program that uses Federal funds or receives Federal financial assistance. The Constitution requires payment of just compensation for real property which is acquired and, when a project results in displacement, the Uniform Act requires services and payments be provided for displaced persons. A displaced person may be an individual, family, business, farm, or non-profit organization.

WHEN DOES THE UNIFORM ACT APPLY?

The Uniform Act applies when Federal dollars are utilized in any phase of a project. The Uniform Act applies even when Federal dollars are not used specifically for property acquisition or relocation activities, but are used elsewhere in the project, such as in planning, environmental assessments or construction. The Uniform Act also applies to acquisitions by private as well as public entities when the acquisition is for a Federal or federally-assisted project.

You should advise property owners and occupants of their rights under the Uniform Act by means of a written statement or brochure. You may obtain electronic versions of the Federal Highway Administration's brochures on Acquisition, Relocation and Appraisal from our website at:

http://www.fhwa.dot.gov/realestate/index.htm

You must make sure that displaced persons receive all of the benefits and protections to which they are entitled. A fuller discussion of the Uniform Act's benefits and protections will be found in the sections and chapters which follow.

You should work closely with your State Transportation Department (STD) during the entire acquisition process, both to expedite acquisition and to assure that all Federal and State requirements are met. Typically, the STD will have an experienced real estate staff which can serve as a valuable resource to your agency. In addition, STDs may have programs to assist local governments in complying with federally assisted project requirements. These programs may include providing technical assistance and training for local acquiring agency personnel as well as samples of informational brochures, form letters, and claim forms. Some STDs also have designated a staff member as a local public agency coordinator.

The Uniform Act

The Uniform Act is divided into three major sections or titles. Title I, "General Provisions," primarily covers definitions.

Title II, "Uniform Relocation Assistance" contains provisions relating to the displacement of persons or businesses by Federal or federally assisted programs or projects. An overview of the relocation requirements are provided in Chapter VII, Relocation Assistance. However, relocation under the Uniform Act is a specialized and complex subject. **If you do not have staff qualified to administer a relocation program, you should seek assistance from your STD to insure that displaced persons are provided all appropriate assistance and payments. Qualified relocation consultants also may provide these services.**

Title III, "Uniform Real Property Acquisition Policy" pertains to the acquisition of real property for Federal or federally assisted programs or projects. An overview of acquisition requirements is provided in Chapter VI, Acquisition. One of the purposes of Title III is to encourage and expedite the acquisition of real property through negotiation with property owners, thereby avoiding litigation and relieving congestion in the courts. Other purposes include assuring consistent treatment for property owners in Federal programs and promoting public confidence in Federal land acquisition practices.

UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970

(P.L. 91-646; 42 U.S.C. 4601 et seq.)

AN ACT To provide for uniform and equitable treatment of persons displaced from their homes, businesses, or farms by Federal and federally assisted programs and to establish uniform and equitable land acquisition policies for Federal and federally assisted programs.

Be it enacted by the Senate and House Representatives of the United States of America in Congress assembled, That this Act may be cited as the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970".

TITLE I—GENERAL PROVISIONS

SEC. 101. [42 U.S.C. 4601] As used in this Act—

(1) The term "Federal agency" means any department, agency, or instrumentality in the executive branch of the Government, any wholly owned Government corporation, the Architect of the Capitol, the Federal Reserve banks and branches thereof, and any person who has the authority to acquire property by eminent domain under Federal law.

(2) The term "State" means any of the several States of United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, the Trust Territory of the Pacific Islands, and any political subdivision thereof.

(3) The term "State agency" means any department, agency, or instrumentality of a State or of a political subdivision of a State, any department, agency, or instrumentality of 2 or more States or of 2 or more political subdivisions of a State or States, and any person who has the authority to acquire property by eminent domain under State law.

(4) The term "Federal financial assistance" means a grant, loan, or contribution provided by the United States, except any Federal guarantee or insurance, any interest reduction payment to an individual in connection with the purchase and occupancy of a residence by that individual, and any annual payment or capital loan to the District of Columbia.

(5) The term "person" means any individual, partnership, corporation, or association.

(6)(A) The term "displaced person" means, except as provided in subparagraph (B)—

(i) any person who moves from real property, or moves his personal property from real property—

(I) as a direct result of a written notice of intent to acquire or the acquisition of such real property in whole or

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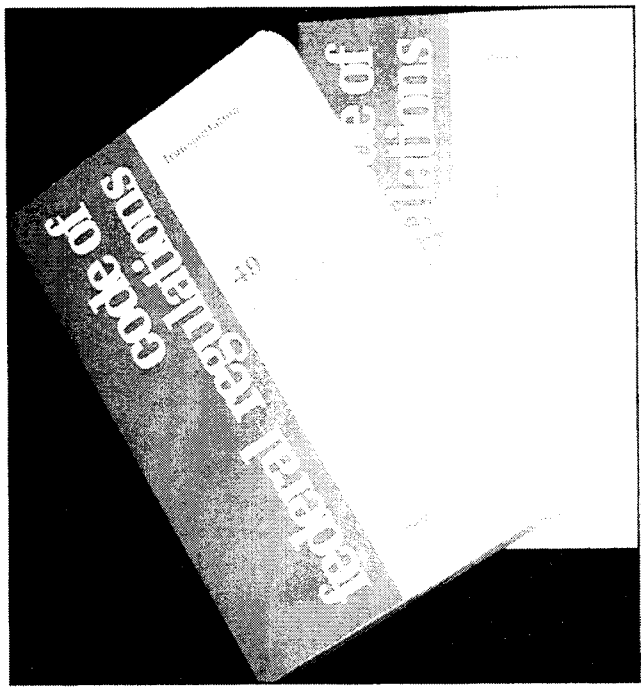
Each State has provided assurances that they can fully comply with the Uniform Act. Local acquiring agencies must certify that they have followed their State's Uniform Act assurances when acquiring real property.

> Note: **Failure to comply with the provisions of the Uniform Act will result in denial of Federal participation in project costs.**

Eminent Domain and Condemnation

When amicable agreement cannot be reached through negotiations, the governmental power of eminent domain (condemnation) may be utilized to acquire real property. When eminent domain is utilized, the judicial system becomes the forum for establishing just compensation. The court will determine just compensation in the context of State eminent domain statutes and relevant case law. Consequently, what is compensable varies among the States. A number of States have adopted laws providing property owners compensation for conditions such as loss of business, loss of good will, noise, increased travel distance, and owner litigation costs. **You should consult with your STD for advice as to what is or is not compensable under your State law.**

49 Code of Federal Regulations (CFR) Part 24 – The Government-Wide Regulation



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The basic regulation governing acquisition and relocation activities on all Federal and federally assisted programs and projects is 49 CFR Part 24, the government-wide Uniform Act regulation (a copy of 49 CFR Part 24 is in the Appendix). FHWA is the lead agency for the Uniform Act and is responsible for the promulgation and maintenance of the government-wide regulation.

In addition to the government-wide regulation, Federal agencies adopt program regulations which govern acquisition, relocation, and other matters specific to their programs. For example, agencies receiving funds from the FHWA, directly or through an STD, are subject to the regulations found in 23 CFR, which is entitled "Highways." These regulations are found at various locations in 23 CFR, mostly in Part 710. These regulations address highway-related issues not covered by the Uniform Act. A copy of 23 CFR, Part 710 is in the Appendix.

The acquisition of private property for public purposes is a complex matter governed by a number of laws, regulations, and policies. Familiarity with these requirements is essential for a successful acquisition program.

Federal-Aid Participation (funding)

Because of the variations in eminent domain laws among the States, it is extremely important that agencies and individuals dealing with the acquisition of private property for federally assisted projects be familiar with applicable State law and be aware of which expenditures are reimbursable under the Federal-aid program. An overview of the acquisition process is provided in Chapter VI, Acquisition.

In the past, FHWA regulations have limited Federal participation in acquisition payments to what was considered generally compensable under eminent domain. The FHWA changed this standard to allow reimbursement in accordance with the requirements of your State law.

III. PROJECT DEVELOPMENT

In the preceding chapters, we discussed the purpose of this guide as well as the Constitutional, statutory (Uniform Act, found at 42 U.S.C. 4601), and regulatory frameworks (23 and 49 CFR) in which the Federal-aid highway program operates. This chapter will provide an overview of the project development process, following which we will examine specific elements of the right-of-way function in more detail.

General

The project development process begins with the identification of a transportation need. The need may result from factors as diverse as planned or anticipated growth, obsolescence of the present roadway, or a change in the land use of the area surrounding a highway. In any case, appropriate authorities determine that addressing the need merits further study.

Determining the feasibility of a project is a complex process. It requires input from the public as well as many different transportation professionals (planners, engineers, right-of-way specialists, environmental specialists, and others). The process considers the potential environmental impact of the project, examines the agency's ability to financially support the project, and determines the priority which the project should be assigned relative to other planned or potential projects. Due to the many elements in the project development process and because each project is unique, the process may vary somewhat from project to project and from agency to agency.

The first component of the project development process is planning, followed by a group of activities comprising the second component of the project development process - which we will refer to as the "typical project development cycle."

Planning

The transportation planning process is an ongoing, ever-evolving process. Project level planning begins at the conception of a project, continues to its completion, and is an integral part of the project development process. Two major items which require early consideration are the transportation planning process as it pertains to Federally funded projects, and compliance with the National Environmental Policy Act of 1969 (NEPA).

If your agency is planning a project which anticipates the use of Federal-aid highway funds, you will have to meet the requirements of the transportation planning process. The planning process begins with a long-term component, called the STP (Statewide Transportation Plan). The STP provides a broad vision for the State that considers the factors that may impact or be impacted by transportation investments over a time horizon of at least twenty years. The next part of the plan-

ning process is the STIP (Statewide Transportation Improvement Program). This plan lists in order of priority the projects expected to be advanced in the next three years. The STIP may also include a TIP (Transportation Improvement Program). A metropolitan area may use a TIP to list in order of priority the projects expected to be advanced within the next three years.

If your project has been included in the Statewide Transportation Plan and has received a high priority, then it may be included in the STIP which lists the projects to be initiated in the next three years. Identification in the STIP is necessary for the receipt of Federal funds.

> Note: If you are not familiar with the STIP, TIP, or Statewide Transportation Plan, you should contact your STD for assistance.

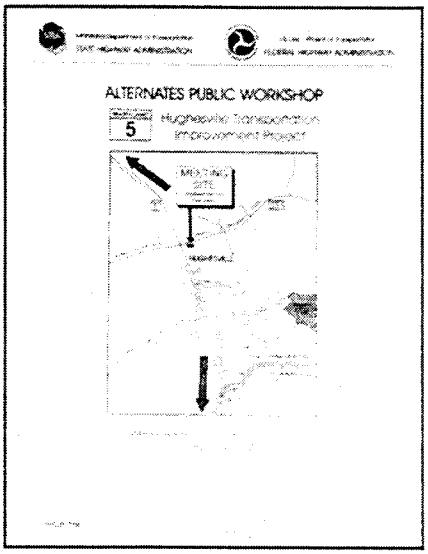
Environmental Planning Process

Another planning area which requires early consideration is the management of the environmental review process in accordance with NEPA. The NEPA process is critical to successful project development and, in fact, provides the framework for FHWA's project development process. **Your STD should be contacted for assistance in NEPA process coordination.**

Public Involvement

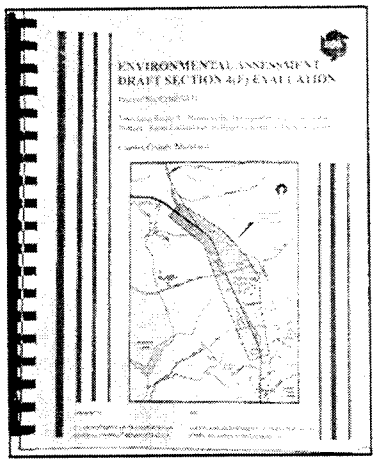
Public involvement is necessary throughout the planning process and in the environmental review process. Public involvement may take place through the public's attendance at meetings of the local governing body, newspaper articles and advertisements, letters and newsletters, and certainly in public meetings held expressly to discuss the project. It is the public's right to know about and comment on proposed projects and their potential benefits and impacts. However, the level of public participation will be based on the project's size and its impact on the surrounding community and the natural environment.

Typical Project Development Cycle



Development of Project Alternatives. Once the need for a highway project has been identified, the agency determines a broad, general location (the corridor) where the potential road may be constructed. A number of alternate routes (alignments) within the corridor will be considered. Once the alignments have been identified, a more detailed study of each will be undertaken. From a property acquisition point of view, key elements of the study are the number of people and businesses which will be displaced, the estimated cost to acquire the real property for the project, and the estimated costs to relocate those eligible and/or to move personal property from the right-of-way.

Hazardous Materials and Contaminants. One concern that should be addressed early in the project development process is the possible presence of hazardous material, waste, or other contaminants on the sites that you are considering for your project. If you suspect that a site is contaminated, preliminary surveys should be performed. If hazardous materials or waste are detected, you may want to do an in-depth survey to determine the cost of clean-up. If you ultimately decide to use one or more contaminated sites, you should include an estimate of clean-up costs in your overall project cost.



Environmental Assessment. NEPA requires an environmental analysis for any major Federal action; typically a Federal-aid highway project requires such an analysis. The analysis is a broad consideration of the social, economic, and environmental impacts which would be caused by construction of the various alternate alignments being considered. The number of people and businesses which would be displaced by potential construction; the effects on community facilities and services; and potential impacts on wetlands, parklands, and wildlife habitat (especially endangered species) are among the many effects examined as part of the analysis. Consideration is given to physical impacts on facilities as well as their ability to continue serving the community effectively after construction. Examples of such facilities include police and fire stations, hospitals, places of worship, community centers, and local shopping centers. Special consideration of potential impacts to public parks, recreation areas, wildlife and waterfowl refuge and historic sites are required by Federal law and by Federal regulations found at 23 CFR 771.135 (commonly referred to as "Section 4f").

At a minimum, the funding agency (typically your STD) will provide you the guidelines for performing the environmental analysis. If the project is complex, requires acquisition of many parcels or the displacement of people, or has known impacts on the natural environment, your agency may tell you the level of environmental analysis that must be performed. If the project impacts an area occupied by members of minority and/or low income groups, the requirements for environmental justice will have to be met. Information on environmental justice is available on FHWA's website at:

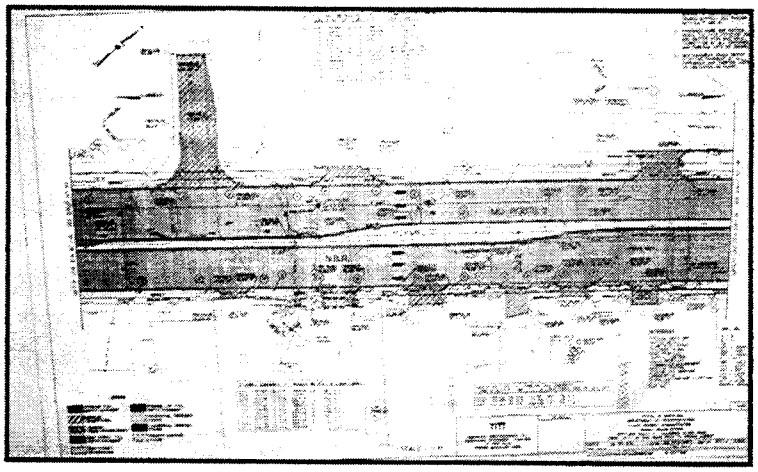
http://www.fhwa.dot.gov/environment/eJ2.htm

> Note: It is important to note again that your STD should be contacted for assistance in NEPA process coordination.

Public Involvement. Public involvement is an essential part of the project development process. The purpose of public involvement is to inform the public of the potential impacts of each alignment, gauge opinion and/or support for a project, and allow the public to comment on the project and each alignment. The scope of public involvement is dependent on the type of environmental documents which must be prepared for the project.

Selection of Alignment. After thorough consideration of the advantages and disadvantages of potential alignments, your agency will decide which approach best serves the needs of the public and will select the preferred alignment.

Utilities. Utility relocation is a critical part of the construction of a project. Early and continuing coordination with all of the affected utilities is critical to keeping your project on schedule. Utilities often need extensive lead time in order to reasonably schedule their work and obtain materials necessary for relocation of their facilities. Any affected utility company should be notified as soon as a project is identified that may require utility relocation. Once the utility is made aware (or notified) of the future need for a utility relocation, the utility company may be able to provide information concerning the location of existing utilities and any proposed new utilities for a project corridor. If a utility occupies land outside the right-of-way of a public highway, you will have to pay the utility to relocate its affected facilities in the same manner that you would compensate any other occupant. If a utility occupies land within the right-of-way corridor of a highway, your local and State laws governing the utility's right of occupancy in the right-of-way will govern whether you have to pay for all or part of the cost of relocating its facilities.



Design and Right-of-Way Plans. Following selection of the preferred alignment, the next step is designing a detailed plan for the roadway to be constructed. One of the products of the design process is the right-of-way plan. A right-of-way plan should contain essential data needed for appraisal and negotiation activities. Depending on your agency's requirements, these plans will illustrate the existing and proposed right-of-way lines, the property lines and owner's names for each property adjacent to the highway, the highway center line, design features, width of the new highway, grade changes, and other details of the construction. The plan should provide sufficient information for preparation of legal descriptions of the properties to be acquired.

A right-of-way plan is a valuable visual-aid tool for negotiators, appraisers, and attorneys involved in acquisition transactions. It also helps property owners understand why and how their properties are being acquired.

Acquisition. Once the above steps have been completed, including the environmental analysis and development of the right-of-way plans, the project is ready to enter the acquisition phase.

> **Note: At this time, if Federal-aid funding is planned for your project, you will need to work with your STD to secure authorization to proceed.**

The appraisal of real property needed for the project is the next step in the acquisition process. The appraisal report must be reviewed, corrected (or revised) if necessary, and ultimately approved by the agency review appraiser. The approved appraisal then becomes the basis of the agency's offer of just compensation to the property owner. The offer may not be less than the fair market value established by the approved appraisal. Chapter V, Valuation, provides further explanation of this process.

The next step in the acquisition process is presenting the written offer to the property owner. The acquiring agency presents a written offer of just compensation to the property owner. The agency, acting

principally through an acquisition agent or negotiator, should make every reasonable effort to reach an agreement expeditiously with the property owner. If agreement is not reached, the agency will initiate condemnation proceedings. Chapter VI, Acquisition, provides further explanation of this process.

If there are occupants (including the property owner) or personal property on the parcel, relocation assistance is available. Chapter VII, Relocation Assistance, further explains the relocation process, benefits and services.

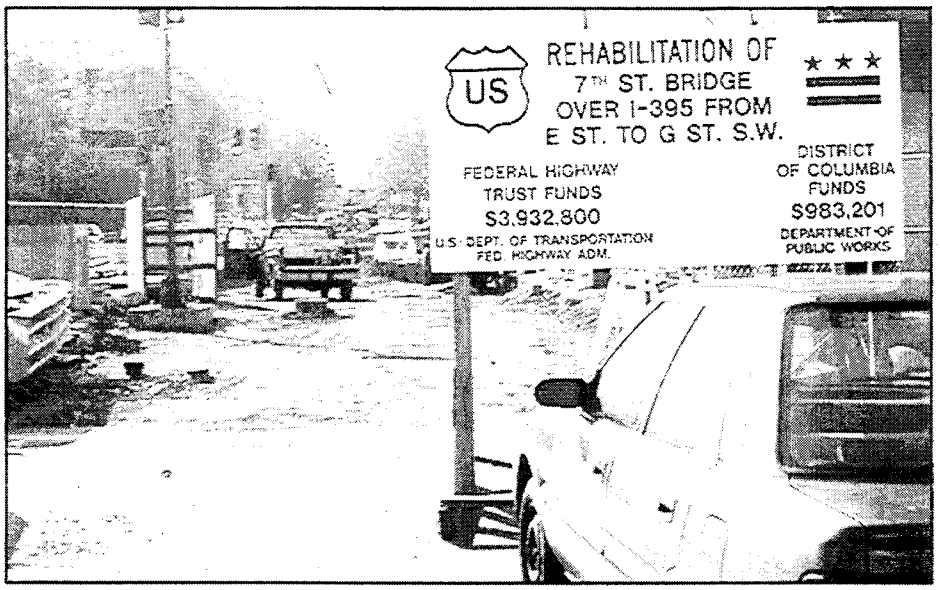
Right-of-Way Certification

Prior to advertising for construction bids for the project, the acquiring agency must prepare a right-of-way certification. A right-of-way certification states that the properties needed for construction of the project have been obtained, they are clear of any utilities, and structures which must be moved plus persons or businesses displaced by the project have been relocated. Essentially, the certification must include a statement that the agency has complied with Uniform Act requirements and that the project is ready for construction. Your agency then can advertise for bids to construct the project. In some limited circumstances, the agency may proceed with advertising for construction bids prior to the elements of certification being completed if it will not adversely affect any owners or occupants nor impede the construction contractors' activities.

This chapter has provided an overview of the project development process. In the next chapter, we focus on several specific administrative issues which may provide flexibility in the management of your agency's real estate acquisition program.

IV. ADMINISTRATIVE MATTERS

While this Guide is concerned primarily with the programmatic aspects of the Federal-aid highway right-of-way program, it is important also to understand the administrative framework in which the program operates.



Direct Federal Acquisition vs. Federal Assistance

There are two ways in which real property is acquired using Federal funds. The first is direct Federal acquisition. For direct Federal acquisition, an agency of the Federal Government buys the property directly from an owner and the United States of America becomes the title holder. The second method involves what is called Federal-aid or federally assisted acquisition. Under this method, non-Federal units of government (e.g., States, counties, cities, and others) and sometimes private entities, purchase real property as part of a project receiving Federal funds. This guide is concerned with the second method, Federal-aid. Under the Federal-aid highway program, FHWA expects the State to be responsible for the proper acquisition of real property even when it passes funds through to agencies at the local government level.

Cost-Sharing/Credits

Federal-aid highway projects, like most Federal assistance, typically require that the agency receiving funding (the assistance recipient) contribute a portion of the cost of the project, known as the non-Federal share. The majority of such funding comes from State or local funds provided by State or local legislatures for this purpose. *However, an assistance recipient may be able to reduce the amount of funds it needs to provide by obtaining credits which count toward its required share.* Credits may be obtained in several different ways.

Donations. When a private party wishes to donate all or a portion of his or her property, he or she must be fully informed of the right to receive just compensation for the property. If he or she decides to donate the property to a project, the assistance recipient (your agency) may receive credit toward its cost share for the fair market value of the donation, determined in accordance with applicable Federal regulations (see Chapter V, Valuation) and its own agency policy. In addition, recent changes in Federal highway legislation permit credits for the value of State or local government-owned land which is incorporated into a project. **The determination of credits can be complicated and we encourage you to contact your STD for information and assistance.**

Donations made by a Federal government agency are not eligible for use as matching share credit. In addition, the credit received by a State cannot exceed the State's matching share for the project to which the donation is applied.

A donation may be made at any time during a project's development. However, a donation made prior to the approval of an environmental document under the National Environmental Policy Act of 1969 (NEPA) may not influence the environmental assessment of a project, including decisions on the need to construct the project or the selection of specific locations. Consequently, all alternatives to a proposed alignment must be studied and considered pursuant to NEPA. Any property acquired by donation shall be re-vested in the grantor if the final alignment does not require the property.

Disposition of Certain Revenues

When States or local governments sell, lease or rent real property previously acquired with Federal funds, income is generated. The income derived from these activities may be retained (rather than returned to FHWA) if it is used to fund projects eligible under Title 23 U.S.C. Highways. Thus, such income may be spent on eligible activities occurring under a different project from the one which originally provided the funds. **You should contact your STD for further information and assistance.** Additional information regarding these issues can be found in Chapter VIII, Property Management.

FHWA Contracting Requirements

Federal financial assistance carries requirements as well as opportunities. Negotiations and relocation contacts with property owners must be conducted by qualified agency personnel; however, if your agency does not have personnel who are knowledgeable or experienced in these requirements, you can utilize consultants. Contracting for such consultants, whether they deal with appraisal, acquisition, or relocation, must follow approved State or local (with State approval) procurement procedures. [These requirements are applicable only when Federal funds are used in the acquisition cost of the right-of-way.] **We strongly encourage local government agencies with limited prior experience in contracting for right-of-way services to contact their STD for more detailed information on these requirements.**

This chapter has discussed issues which relate to the administration of your agency's real estate acquisition program. In the remaining chapters, we focus on elements relating to the acquisition of real property including valuation, acquisition, relocation assistance and property management.

V. VALUATION

The first step in the process of acquiring a particular property is valuing the proposed acquisition.

Just Compensation

The U.S. Constitution and most State constitutions require that a property owner be paid just compensation when the government acquires private property. The Uniform Act requires that an "approved appraisal" be used to develop an amount the agency believes to be just compensation. The amount offered to the property owner must be at least the amount of the approved appraisal.

The Appraisal Requirement

The appraisal, and its review and approval by the acquiring agency, are the cornerstones on which the entire effort to provide property owners just compensation is built. The Uniform Act requires that the property be appraised before an acquiring agency begins negotiations to acquire it and that the amount of the approved appraisal be the basis of the offer of just compensation. In addition, the Uniform Act regulations (49 CFR, Part 24, Subpart B, see appendix for copy) require that appraisals be reviewed and approved. However, the Uniform Act also gives the lead agency (which is FHWA) the authority to develop procedures for waiving the appraisal requirement in cases of low-value, non-complex acquisitions.

Appraisal Waiver

The FHWA *has* developed appraisal waiver procedures; we want to discuss appraisal waiver first because we believe it will be applicable to many local agency acquisitions.

Appraisal waiver provisions are found in 49 CFR 24.102(c). These procedures are available for use by all acquiring agencies; however, not all use them. And, although the regulation specifies a $2,500 limit, FHWA has waived limits up to a maximum of $10,000 for some STDs at their request.

> **Note: You will need to check with your STD to find out, first, if they are using appraisal waiver procedures (and if they are available to you), and second, what the applicable waiver limit is.**

If appraisal waiver is available, you (the acquiring agency) will have to make individual parcel decisions as to whether waiver procedures are appropriate. The Federal requirement is that a waiver be used only if the acquisition is low-value (under the approved waiver threshold limit) and uncomplicated. There may be other considerations as well that may enter into your decision.

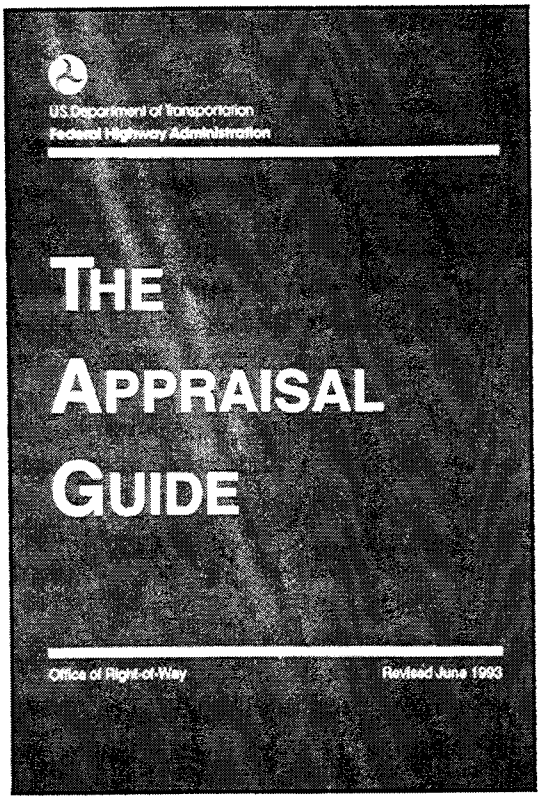
The STD will give you detailed procedures for using an appraisal waiver. Keep in mind that appraisal waiver is ***not*** a type of appraisal process, so appraisal-related requirements, such as owner accompaniment (see p. 15) and appraisal review, are not Federal requirements when waiver procedures are used.

Appraisal

What is an appraisal? The 1987 amendments to the Uniform Act provided, for the first time in Federal law, a definition of an appraisal:

> **"A written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information."**

The definition contains all of the elements an appraisal must include to support use of Federal funds. Any real property valuation documentation that does not address these elements is not considered an appraisal. Once an appraisal of fair market value is reviewed and approved, it becomes the basis upon which the agency will establish an amount it believes to be just compensation. Having a well-prepared, unbiased and thoroughly documented appraisal report is the most critical step toward the goal of providing the property owner with the required estimate of just compensation.



http://www.fhwa.dot.gov/realestate/index.htm

In addition, each State and (possibly) local agency has developed a unique set of rules, regulations, and policies applicable to its jurisdiction.

> **Note: We recommend that you contact your STD regarding any technical questions about the appraisal process.**

A supplemental FHWA publication, *The Appraisal Guide*, is also a good source for additional technical appraisal information. This publication can be obtained through your local FHWA Division Office and is available on our website at:

http://www.fhwa.dot.gov/realestate/index.htm

Appraisal Techniques

Appraisals must be in writing and must be retained in your parcel file. The regulations found in 49 CFR Part 24 provide that the format and level of documentation for an appraisal depend on the complexity of the appraisal problem. That documentation must include valuation data and the appraiser's analysis of the data. In some cases, the appraisal problem will allow that "minimum standards" be used; others may require a "detailed" appraisal. However, any appraisal must contain sufficient documentation to support the appraiser's stated opinion of value.

"Minimum Standards" Appraisals

The Federal regulations require that an acquiring agency develop minimum standards for appraisals of low-value or uncomplicated acquisitions that do not require the in-depth analysis and presentation necessary for a detailed appraisal.

Such minimum standards must take into account the type of appraisal needed and appraisal context, consistent with STD appraisal standards. For example, eminent domain appraisals typically require more thorough data research, more in-depth analysis, and more complete documentation and reporting than appraisals prepared for the mortgage lending industry.

Agencies are encouraged to develop and use appraisal formats that meet their needs as long as they remain within Federal and State requirements. The use of customized formats may provide consistency among appraisals and aid both the review appraiser and the negotiator. The following are examples of customized appraisal formats:

Short Form

This form of appraisal may be utilized for whole residential acquisitions, acquisitions of vacant land, or for partial acquisitions involving easily supported damages to the remainder of the property. In all instances, the highest and best use must be the same both before and after the acquisition. The report must include a description of the property and the acquisition, an analysis of the comparable sales used, photographs of the property, and an analysis of the value conclusions.

Value Finding

A value finding format may be developed for uncomplicated acquisitions up to a specific low value, in which only land or land and minor improvements are involved. This format should include comparable sales data, although this data may be included by reference. It should include photographs of the property and a brief analysis of the value conclusion. If an in-depth before and after analysis is indicated, this format may not be appropriate.

Note: Keep in mind all appraisal formats must comply with the Uniform Act definition of an appraisal. You should contact your STD to verify applicability before utilizing a "value finding" format.

Detailed Appraisals

Detailed appraisals, as described in 49 CFR 24.103, should be used for all complex appraisal problems, whether the acquisition is of the whole property or only a part of it. The appraisal report should include an appropriate analysis of such factors as the highest and best use of the property (especially when that use is in transition or a change in the highest and best use will follow the acquisition), severance damages, special benefits, and special purpose properties.

In certain instances, a detailed appraisal may include the findings of a specialty report. A specialty report is a study of unique valuation aspects of the property, such as zoning and permit compliance, machinery or equipment on the property, mineral rights or forestation, or items that generally do not fall within the expertise of a real property appraiser.

A detailed report must contain complete documentation of the data and adequate support of the value conclusion.

A detailed appraisal should reflect STD appraisal requirements and contain the following items:

- The purpose of the appraisal, a definition of the rights or interest being appraised, and a statement of the assumptions and limiting conditions affecting the appraisal.
- An adequate description of the physical and legal characteristics of the property being appraised (and in the case of a partial acquisition, an adequate description of the remaining property), a statement of any known or observed encumbrances, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property.
- All relevant and reliable approaches to value (Cost, Income Capitalization and Sales Comparison). When sufficient market sales data is available for the specific appraisal problem, the agency, at its discretion, may require only the market (sales comparison) approach. If more than one approach is used, there must be an analysis and reconciliation of those approaches, including an explanation of the final conclusion of value.
- A description of comparable sales, including a description of relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
- A statement of the value of the real property to be acquired. For a partial acquisition, a statement of any damages and benefits to the remaining real property also is required.
- The effective date of valuation, date of appraisal, signature, and the certificate of the appraiser. (See page 20 for a sample certificate.)

Owner Accompaniment

The Uniform Act requires that the property owner (or the owner's designated representative) be given the opportunity to accompany the appraiser during inspection of the property. The purpose of this requirement is to ensure that the owner has the opportunity to advise the appraiser of features of the property which might impact the valuation of the property, as well as allow the owner to indicate any features of the property that might not be obvious to the appraiser (such as the location of underground structures, i.e., wells, septic systems, storage tanks, utilities).

Either your agency or the appraiser must invite the property owner to accompany the appraiser during inspection of the property. To assure that this requirement is not overlooked, you should advise your appraiser of this responsibility. Concurrently, you should contact the property owner to supply him or her with the name, address, and phone number of the appraiser. An invitation to accompany the appraiser should be in writing and allow sufficient lead time for the owner to arrange to be present or to request an alternate time. You should document these steps in your parcel file. If the owner declines the invitation, that fact should be documented in the parcel file.

If it later becomes necessary to update the appraisal, the owner does not have to be given an opportunity to accompany the appraiser on the reinspection.

Appraiser Qualifications and State Certification

Under the Uniform Act regulations, each STD must develop criteria for determining the minimum qualifications of appraisers, consistent with the complexity of the appraisal assignment. You should review the qualifications of your appraisers, whether staff members or contractors, and utilize only those qualified for each assignment under STD requirements.

> **Note: If you use a contract appraiser to do a detailed appraisal, the appraiser must be State-certified in accordance with Title IX of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989.**

> **Note: We recommend that you consult your STD concerning the appropriate appraiser qualifications and the content and form for the appraiser certification.**

Appraisal Review

If you get an appraisal, you must have that appraisal reviewed. The Uniform Act requires that the estimate of just compensation be not less than the agency's approved appraisal. The appraisal becomes "approved" through appraisal review.

Federal requirements for appraisal review are found in 49 CFR 24.104. The regulations require that acquiring agencies have an appraisal review process and that a qualified reviewing appraiser:

> Examine all appraisals to assure they meet applicable appraisal requirements and,
>
> Prior to acceptance, seek any necessary corrections or revisions to the appraisal.

It is the review appraiser's responsibility to determine if the appraisal report contains accurate data, adequate documentation, and appropriately supported conclusions.

The appraisal review process and your review appraiser also should ensure that there is consistency among the valuations on a project wide basis. For example, two residences, which are similar in most respects and from which your agency is making similar acquisitions, should be appraised and valued similarly.

Deficient Appraisals

If the appraisal is deficient, the review appraiser should return the appraisal report to the appraiser for correction, with the deficiencies noted.

> Note: There are instances when the review appraiser discovers minor errors (i.e, insignificant math errors, misspellings, and typographical errors) in an appraisal report. In those cases where minor changes and corrections are warranted, they can be made by the review appraiser without returning the report to the appraiser. All such changes should be initialed and dated by the review appraiser. It is sound policy to transmit a copy of the changes to the appraiser in the event an update is needed at a later date.

> ***If*** acceptable corrections or revisions to an appraisal report cannot be obtained from the appraiser,

> ***and*** the reviewing appraiser is unable to approve (or recommend approval of) the appraisal,

> ***and*** your agency determines it is impractical to obtain an additional appraisal,

> ***then*** the reviewing appraiser may develop appraisal documentation, either independently or by reference to acceptable relevant information developed by others, to support an approved or recommended value.

Review Considerations

The review appraiser should inspect the appraised property and the comparable sales included in the appraisal report. If a field inspection cannot be made, the review appraiser should document the reason(s) in the review report. The reviewer should examine the appraisal report to determine that it:

- Follows accepted appraisal principles and techniques in the valuation of real property in accordance with State and Federal requirements.
- Has been completed in accordance with the agency's appraisal specifications.
- Contains or makes reference to the information necessary to explain, substantiate, and thereby document the conclusions and estimate of fair market value.
- Contains an identification or listing of the buildings, structures, and improvements on the land as well as the fixtures considered part of the real property.
- Includes consideration of compensable items, damages and benefits, if any, and does not include compensation for items non-compensable under State law.
- Contains an estimate of fair market value for the acquisition and, for partial acquisitions, an allocation of the estimate of fair market value for the real property and for damages, if any, to the remaining property.

Appraisal Review and Just Compensation

There are times when the fair market value of a property does not constitute just compensation. Those situations may include instances in which the property is unique in nature; the appraisal, although properly prepared, does not estimate fair market value with any certainty; or the market value does not adequately measure just compensation.

When these situations occur, the acquiring agency may establish an amount that, in its opinion, represents just compensation not identical to the approved fair market value. Typically, it is the review appraiser who initiates the consideration that just compensation be based on considerations other than the approved appraisal. Depending on who is performing the appraisal review (see sample Certificate of Appraiser on p. 20) and agency policy, the appraisal review may include an estimate of just compensation; and that estimate may be based on more than the approved appraisal. In any case, agency files must contain documentation and justification for <u>any</u> amount of just compensation that is established.

> Note: An acquiring agency may not delegate the function of determining the estimate of just compensation to be offered to the property owner to someone outside the agency — including a contract review appraiser. This is a critical point that must not be overlooked.

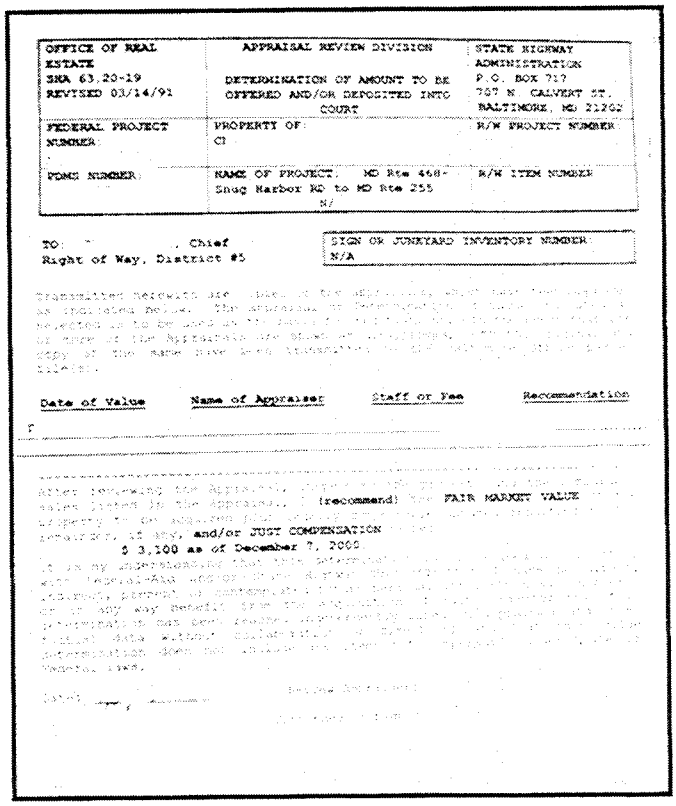
Appraisal Review Certification and Report

The reviewing appraiser is also required to sign a certification that:

- Sets forth the recommended or approved value of the property,
- Identifies the appraisal report(s) reviewed, and
- States that the reviewer has no interest, present or future, in the property being reviewed.

Upon completion of the appraisal review, the review appraiser should place in the agency's parcel file a signed and dated report setting forth:

- The amount of the approved appraisal of fair market value and the recommendation or estimate of just compensation, including an allocation of compensation for the real property acquired and, if applicable, of damages to remaining real property; identification of buildings,



OFFICE OF REAL ESTATE
SHA 63.20-19
REVISED 03/14/91

APPRAISAL REVIEW DIVISION

DETERMINATION OF AMOUNT TO BE OFFERED AND/OR DEPOSITED INTO COURT

STATE HIGHWAY ADMINISTRATION
P.O. BOX 717
707 N. CALVERT ST.
BALTIMORE, MD 21202

FEDERAL PROJECT NUMBER:

PROPERTY OF:
CI

R/W PROJECT NUMBER:

PDMS NUMBER:

NAME OF PROJECT: MD Rte 468-
Snug Harbor RD to MD Rte 255
N/

R/W ITEM NUMBER:

TO: , Chief
Right of Way, District #5

SIGN OR JUNKYARD INVENTORY NUMBER:
N/A

Date of Value | Name of Appraiser | Staff or Fee | Recommendation

(recommend) FAIR MARKET VALUE

and/or JUST COMPENSATION
$ 3,100 as of December 7, 2000

structures, and other improvements on the land; and identification of fixtures considered part of the real property being acquired.

- Whether, as part of the appraisal review, there was a field inspection of the parcel to be acquired and of related comparable sales. If no field inspection was made, the reason(s) should be stated.
- That the review appraiser has no direct or indirect present or contemplated future personal interest in the property or in any monetary benefit from its acquisition.
- That the estimate, or recommended estimate, of just compensation has been reached independently, without collaboration or direction, and is based on appraisals and other factual data.

The degree of detail provided in the review appraiser's written review report should reflect the complexity of the appraisal problem and report under review.

Appraisal Review Contracting

Historically, the STD appraisal review function has been the responsibility of staff reviewers and included the responsibility of estimating just compensation.

More recently, STDs, and especially local agencies, have hired contract review appraisers to perform the appraisal review function. The Uniform Act makes it clear that the agency must establish an amount believed to be just compensation. **Therefore, if an appraisal review is done by a contract review appraiser, the acquiring agency must retain the responsibility for establishing an estimate of just compensation.**

Federal Project No. _____ Parcel No. _____

Certificate Of Appraiser

I hereby certify:

That I have personally inspected the property herein appraised and that I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented in said appraisal or in the data book or report which supplements said appraisal.

That to the best of my knowledge and belief, the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct; subject to the limiting conditions therein set forth.

That I understand that such appraisal may be used in connection with the acquisition of right-of-way for a project to be constructed by the _____ of _____ with the assistance of Federal-aid highway funds, or other Federal funds.

That such appraisal has been made in conformity with the appropriate State laws, regulations, and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State.

That my analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Act and Government-wide Regulation (49 CFR Part 24).

That any increase or decrease in the fair market value of the real property appraised caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than physical deterioration within the reasonable control of the owner, was disregarded in this appraisal.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

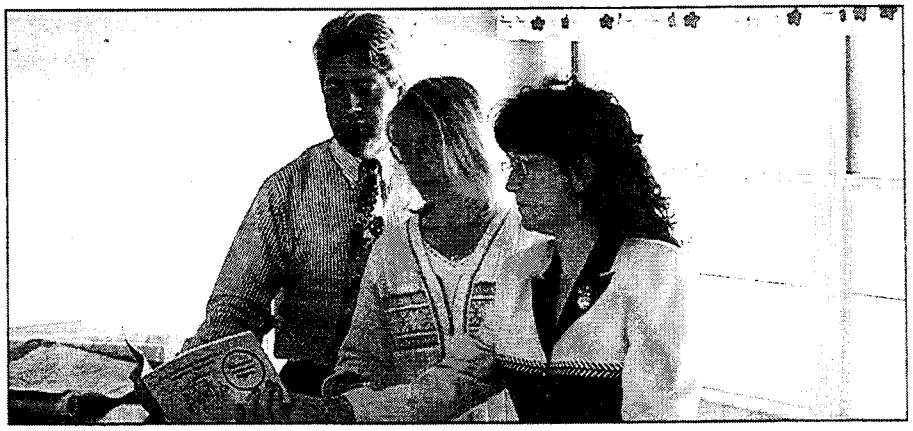
That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That no one provided significant professional assistance to the person signing this report. (If there are exceptions, the name of each individual providing significant professional assistance must be stated.)

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency of said State or officials of the Federal Highway Administration and that my opinion of just compensation as of the ___ day of _____ , 20___, for the acquisition of the subject property is _____ based upon my independent appraisal and the exercise of my professional judgment.

Date _____ Signature _____

VI. ACQUISITION



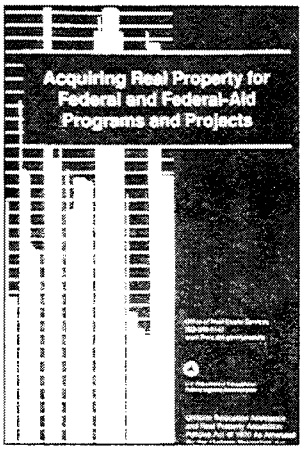
Acquisition is one of the most sensitive aspects of an agency's activities because it involves direct personal contact with the people affected by a project. Yet it is imperative that agencies acquire property interests expeditiously to facilitate public improvement construction projects.

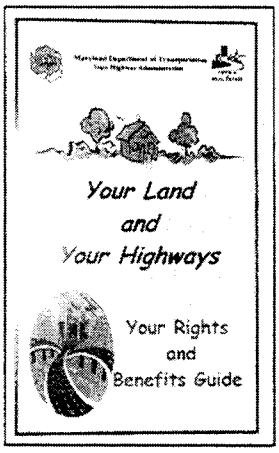
In obtaining needed properties, your primary goal should be to acquire through negotiation rather than through the use of condemnation authority. Acting as an acquisition agent or negotiator, you play an important role in achieving this goal. Negotiations should be conducted by a qualified member of the agency's staff. In cases where you have insufficient staff to perform negotiations, fee negotiators may be hired by contract (see Chapter IV, Administrative Matters, for information on FHWA contracting requirements).

Basic Acquisition Requirements

The following is a list of the basic acquisition requirements for agencies receiving Federal financial assistance. These list items, as well as others, are discussed in this chapter.

1. Personally contact each real property owner or the owner's designated representative in order to explain the acquisition process to the property owner, including the right to accompany the appraiser during inspection of the property.
2. Provide the owner with a written offer of the approved estimate of just compensation for the real property to be acquired and a summary statement of the basis for the offer.
3. Give the property owner an opportunity to consider the offer.
4. Conduct negotiations without any attempt to coerce the property owner into reaching an agreement.
5. Provide at least 90 days written notice of the date by which the move is required.
6. Pay the agreed purchase price before requiring the property owner to surrender possession of the property being acquired.





Personal Contact

An acquiring agency should make all reasonable efforts to personally contact each real property owner or the owner's designated representative and schedule an appointment at a convenient time and place. The purpose of this contact is to explain the negotiation process to the property owner as well as the responsibilities of both the acquiring agency and the property owner. One way to accomplish this is to provide the property owner with an acquisition brochure. Samples of such brochures are available from either our website at:

http://www.fhwa.dot.gov/realestate/index.htm

or from your STD. This kind of personal contact can be of great importance as the negotiator strives to attain rapport with the property owner, which can help inspire confidence in the acquisition process and the fairness of the offer being made.

If all reasonable efforts to make personal contact with an owner fail, or if personal contact is impracticable, for example, such as when an owner lives in another State, the owner may be contacted by certified mail or other means appropriate to the situation. An alternative procedure, Accelerated Negotiations (see following), may be utilized under certain conditions. Some States may have statutory requirements regarding this process. **Note: FHWA recommends that you contact your STD with any questions.**

Accelerated Negotiations (First Offer by Mail)

This is an alternative approach to contacting property owners in person. Sometimes, constraints on right-of-way manpower and travel funds make it advisable to effect cost savings and to accelerate the acquisition process. This accelerated process allows the initial phase of negotiations to begin with a mailing to the property owner. The mailing consists of the offer letter, the summary statement of just compensation, a deed or option form, and a property plat or sketch showing the effect of the acquisition.

Within a reasonable period after the mailing, you should follow up by telephone. A telephone conversation provides the property owner with a mechanism to obtain answers to questions or an opportunity to exercise the option of setting up an appointment for personal contact. **All requests for personal contact by property owners should be honored.**

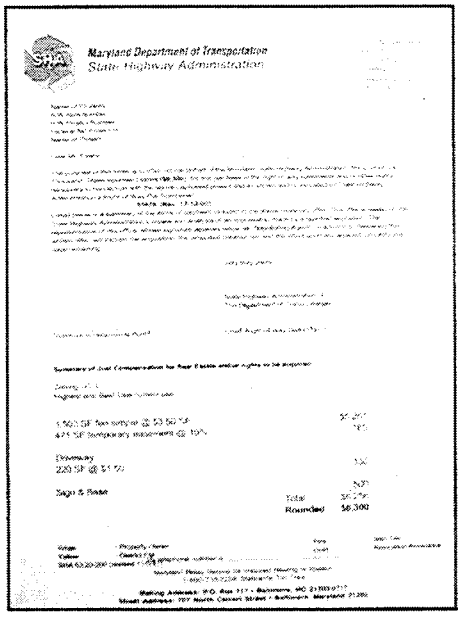
When personal contact does occur, the property owner should be able to discuss substantive issues, having had the offer in hand for several weeks. From this point on negotiations should follow the normal sequence.

Generally, the accelerated negotiation approach has resulted in positive experiences. It saves both administrative costs and time on minor claims in which no dispute has arisen over the amount of the

offer. The owner signs the deed or deed option form in a timely manner which enables the agency to focus negotiation efforts on other parcels.

Note: This accelerated process may not be utilized on parcels where relocation is involved.

Prompt Written Offer


Maryland Department of Transportation
State Highway Administration

Once the amount of just compensation has been determined (see Chapter V, Valuation), a prompt written offer must be made to the property owner. The offer must include a description of the real property or real property interests being acquired and the specific purchase price being offered. Along with the offer, the acquiring agency must provide the property owner a Summary Statement of Just Compensation which explains the basis for the offer and provides information necessary for the owner to make a reasonable judgment concerning the amount of the offer. In addition to the offer amount and the property location, the statement should include an identification of buildings, structures, and other improvements to be acquired, including removable building equipment and trade fixtures (see Owner Retention of Improvements, p. 32); and an identification of any separately held ownership interest in the property, e.g., a tenant-owned improvement (see Tenant-Owned Improvements, p. 31); and a statement, if appropriate, that such interest is not covered by the offer.

The agency may include additional information that it deems appropriate.

Owner Opportunity to Consider Offer

You must give the property owner a reasonable opportunity to consider the offer. This not only provides the owner a chance to thoroughly review and evaluate the offer (including the opportunity to obtain professional advice or assistance), it eliminates any appearance of coercion (see following paragraph). It also provides a chance for the owner to present material he or she believes is relevant to determining the property's value, and to suggest modifications to the proposed terms and conditions of the purchase. You must consider the owner's presentation.

No Coercive Action

Negotiations must be conducted free of any attempt to coerce the property owner into reaching an agreement. For example, the negotiator should be careful not to imply that the negotiation, and in particular the offer, is a "take it or leave it" proposition. Similarly, the use of condemnation as a threat must be avoided. Other examples of actions the acquiring agency must avoid include advancing the time

of condemnation, deferring negotiations, or delaying the deposit of funds with the court to coerce an agreement with the property owner.

90-Day Notice

One of the most basic protections of the Uniform Act provides that no displaced person may be required to move without at least 90 days' written notice of the date by which such move is required. We discuss this requirement as it relates to relocation in Chapter VII, Relocation Assistance, but it also has an acquisition aspect. Simply put, this statutory requirement places limits on the scheduling of construction. An agency must schedule project construction so that no displaced person will have to move without being afforded the 90 days' notice described above.

Negotiation Options

In discussing acquisition, we have stated repeatedly that your agency's prime goal in obtaining real property should be to acquire through negotiations rather than condemnation and litigation. This approach reflects the Uniform Act requirement to "... make every reasonable effort to acquire expeditiously real property by negotiation." The administrative cost and time expended by acquiring property through litigation is significant and places additional burdens on a court system that is already overloaded.

However, it is necessary to recognize the limitations of the appraisal process. This process, while structured and professional, is by nature not scientifically precise. Moreover, in many cases property owners are suspicious of governmental acquisitions and may believe that just compensation offers are biased. Recognizing these factors, it may be both useful and appropriate to consider different acquisition strategies if an agreement with a property owner cannot be reached through the normal negotiation process.

One of these strategies, the administrative settlement, has long been incorporated into FHWA's regulations. An administrative settlement may provide the flexibility needed to resolve differences of opinion as to the amount of compensation. Another approach, Alternate Dispute Resolution (ADR), may be helpful in removing communication or other barriers to agreement. Mediation, one of the many ADR techniques, has often been used to facilitate the acquisition of right-of-way by public agencies. Another option is the Legal Settlement, involving a resolution of the dispute after condemnation has been filed but prior to court award.

We discuss these approaches in greater detail below. FHWA recommends that, in appropriate situations, both administrative settlements and ADR be considered prior to an agency initiating a legal settlement or condemnation.

Administrative Settlements

An administrative settlement is a settlement which occurs prior to the invoking of the agency's condemnation authority. It typically is more than the agency's approved offer of just compensation but not excessively so, considering the expected cost of litigation and the potential cost of project delays. An administrative settlement should be considered when reasonable efforts to negotiate an agreed acquisition price have failed but there appears to be the potential for agreement.

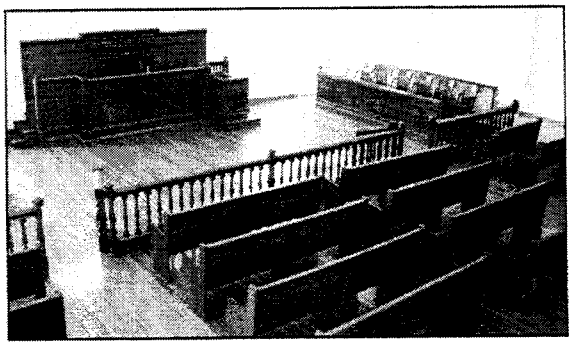
An administrative settlement goes beyond the appraisal and appraisal review process. Your agency designates an official who has the authority to approve administrative settlements. The designated official should give full consideration to all pertinent information. He or she prepares a written justification which indicates that available information (e.g., appraisals, including the owner's appraisal if one is available, recent court awards, estimated trial costs, and valuation problems) supports such a settlement, and that he or she approves it as being reasonable, prudent, and in the public interest. The extent of the written explanation is a judgmental determination and should be consistent with the circumstances and the amount of money involved. You should maintain appropriate documentation in the parcel file to support this action.

Alternate Dispute Resolution — Mediation

Often contesting parties, unable to reach an agreement, turn to third parties for resolution of their disagreement. One such possibility, under the broad umbrella of ADR, is mediation. Mediation may not be appropriate in every contested case, yet acquiring agencies should give consideration to its potential use when confronted with an acquisition dispute. A decision to employ mediation should be made on a case-by-case basis. Some of the factors to consider include the property owner's acceptance of mediation, the uniqueness and/or complexity of the acquisition, the specific technical issues in dispute, the agency's historic success in condemnation (or lack thereof), and the potential time and administrative cost savings. For example, because of difficult appraisal and other technical issues involved, mediation may be a particularly worthwhile tool in attaining settlement on parcels encumbered with hazardous waste.

> **Note: The expense of employing a professional mediator or other ADR specialist is considered to be a legitimate project cost.**

Role of Legal Counsel



If negotiations have failed and an administrative settlement or ADR is not appropriate or is not successful, it may be necessary for your agency to acquire the property by exercising its power of eminent domain. At this point, the acquisition should be turned over to legal counsel to institute condemnation proceedings (see following section). Successful condemnation is dependent on effective coordination. Careful attention to eminent domain consid-

erations is vital to any acquisition program. Legal counsel should be an integral part of the acquisition team from the beginning of the project. During the planning and design stages, legal personnel may be able to detect complex title or valuation pitfalls which can be avoided or minimized during the appraisal process. They should be called upon for advice on such matters as the law on benefits, before and after appraisals, distinguishing whether an item is personalty or realty, and the compensability of particular items. Counsel should be given an opportunity to offer advice prior to the determination to condemn. Once a case is referred for condemnation, counsel must have all pertinent information relative to the case, including facts on construction of the project and its effect on the property, information gathered by negotiators, sound appraisals, and competent witnesses. Counsel should know the weak points as well as the strong points of each case. In addition, counsel should be furnished with and kept current on Federal and State requirements concerning documentation to ensure that there is appropriate justification for the actions taken.

In preparing a case and deciding whether to recommend a legal settlement or trial, the agency trial attorney will discuss the taking with the acquisition team, the appraiser, the agency reviewing appraiser, and other necessary expert and lay witnesses. To familiarize themselves with the facts of the case, counsel should carefully analyze the appraisal of the property with the appraiser. This analysis should include an inspection of the property as well as any other comparable properties that may be used during the trial. The appraisal must conform to the date of valuation specified under State and local eminent domain law and be based on a consideration of all compensable elements of damage under applicable law. Counsel should attempt to have the appraisers reconcile any factual or legal differences without influencing their independent exercise of judgment in any way. On the whole, careful attention should be given to any element which counsel concludes is relevant to the case.

As noted above, legal settlements involve negotiations between the acquiring agency's legal staff and the property owner and/or his or her attorney. These types of settlements may result in stipulated settlements approved by the court in which the condemnation action has been filed. The appropriate agency file must be documented whenever a legal settlement is made, and the rationale for the settlement set forth in writing. Legal settlements based on new or revised appraisal data as the principal justification must be coordinated with and approved by the responsible official of the acquiring agency. All pertinent data should be reviewed by the agency's real estate office to ensure that adequate documentation for Federal-aid funding is provided.

CONDEMNATION

Condemnation proceedings take place in a State or county court and, as we have noted previously, are governed by State law. This means that State law will determine not only the condemnation process but also the various items for which compensation must (or may not) be paid by the acquiring agency.

In some jurisdictions, the condemner may be required to prove necessity for the acquisition or appropriation of the condemned property. This may only be required if a property owner challenges the proposed acquisition of his or her real property. Necessity is usually proved by offering engineering and/or design plans to substantiate the need to acquire.

In many States, prior to a trial before a judge or jury, the law provides the property owner a hearing before a board of commissioners or "viewers" who have been appointed by the court. Both the property owner and the agency are permitted to present information to the board, which forms the basis of the board's eventual award of just compensation. Once the board makes its determination, the property owner and the acquiring agency each may accept or reject it. If either party rejects the award, the court will schedule a trial.

During the trial, each side will present arguments in support of its position on the value of the property. Both the acquiring agency and the property owner may call witnesses, agency employees and/or consultants to testify. Finally, the court will set an amount it determines to be just compensation and order the agency to pay that amount.

Payment Before Possession

If an amicable settlement between the property owner and the acquiring agency is reached prior to the need to initiate condemnation, the agency will pay the owner the agreed-upon purchase price. If the owner and the agency cannot reach agreement and the agency does institute condemnation proceedings, the agency then will deposit an amount not less than the approved appraisal with the court or make the money available by other means. This amount may be withdrawn by the owner without jeopardizing his or her rights in the condemnation proceedings.

Under the Uniform Act, no owner may be required to surrender possession of real property before payment is made available. This payment is based on either the agency's approved estimate of just compensation, an amount negotiated after the agency initiates condemnation proceedings, or the amount awarded by the court. Only in exceptional circumstances, with the property owner's voluntary consent, can the agency obtain a right-of-entry for construction purposes before making payment available to the owner.

Alternative Means of Property Acquisition

In previous sections of this chapter we have discussed acquiring property through negotiation or condemnation, each ending with the payment of just compensation. While every property owner is entitled to receive just compensation, there may be instances where property is acquired through donation, donation in exchange for construction features, or dedication. We will discuss each of these topics below.

Donations

Most of the time when an agency needs to acquire real property for a Federal or federally assisted project, it will acquire that property through negotiations with the owner or through the exercise of its power of eminent domain (condemnation). The preceding portions of this chapter have been concerned with those situations. Sometimes, however, and for various reasons, the owner is willing to give all or a portion of the needed property to the acquiring agency for less than what constitutes just compensation. Such an acquisition is referred to as a donation.

When an owner is willing to make a donation, that individual or entity retains specific rights that must be respected. For example, you must provide the owner an explanation of the acquisition process, including the right of having your agency appraise the property and to receive an offer of just compensation. Only after receiving such an explanation may the property owner waive these rights and the agency accept the donation. The explanation should be given in a manner that is non-technical and easily understood.

In most cases appraisal of the real property is advantageous both to the agency and the property owner. For example, on a federally funded project, an agency may need an appraisal to determine the donation's value as a credit against the agency's matching share of project cost (see Cost-Sharing/Credit section of Chapter IV, Administrative Matters, for more detail on credits). As with all acquisitions, valuation of real property donations should be done in accordance with applicable Federal regulations and approved agency policy. For properties with a low estimated fair market value where the valuation problem is uncomplicated, the acquiring agency may waive the appraisal in accordance with the STD's approved procedures (for further information see the Appraisal Waiver section of Chapter V, Valuation).

Similarly, the property owner may need to know the value of the donated property for tax purposes. The Internal Revenue Service requires that an appraisal be prepared by a disinterested, unbiased third party when an owner is claiming a donation on his or her tax forms. While the acquiring agency is not obligated to use appraisers other than its own staff, the agency may find it prudent to advise the property owner to select a fee appraiser and offer to pay the appraisal fee. Paying the cost of the appraisal may help to facilitate the donation.

> **Note: Acquiring agencies should be aware that donations of real property must be considered as part of the environmental review process discussed in Chapter III, Project Development. Additionally, before accepting a donation, acquiring agencies should have a process for determining whether or not the property is contaminated or has hazardous wastes present. Your STD should be contacted for assistance and advice.**

Donations in Exchange for Construction Features

An acquiring agency may accept a property owner's offer to donate a whole or part of a property in exchange for services or facilities that will benefit that owner.

For instance, an agency may require a narrow strip of land for a street-widening project. The property owner and the agency may negotiate an agreement that would require the agency to provide an additional driveway, entrance, or other features in lieu of cash compensation. The agency should compare the donated property's value and the cost of additional construction features to ensure that construction costs do not exceed the value of the donated real property.

Dedications

Dedication is the process of reserving a parcel of land for a future public use. A dedication is usually made as part of the subdivision or zoning approval process.

An acquiring agency may accept, as part of a Federal or federally assisted project, a parcel that a developer has dedicated or proposes to dedicate. The agency also may accept land dedicated pursuant to the local planning process or at the request of the property owner for land use concessions that are consistent with applicable local and Federal project and environmental regulations.

Real property obtained through normal zoning, or through subdivision procedures requiring dedication of strips of land in the normal exercise of police power, is not considered to be a taking in the constitutional sense and does not call for payment of just compensation or compliance with the Uniform Act. Land acquired in this manner may be incorporated into a federally assisted project without jeopardizing participation in other project costs. **However, any dedication undertaken to circumvent Federal requirements is unacceptable.**

Additional Considerations

The following represent a number of additional areas which impact the negotiation/acquisition process.

Assessments

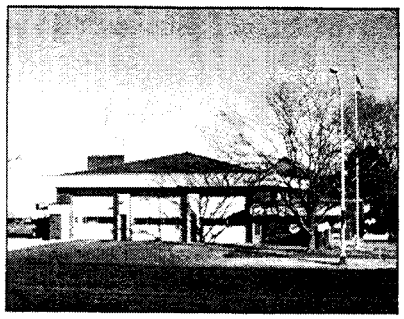
An assessment is a tax or fee levied on properties that will benefit directly from a public construction project.

When Federal funds participate in a project, an acquiring agency (you) may not levy a special assessment solely against those properties experiencing acquisitions for the public improvement for the primary purpose of recovering the compensation paid for the real property. This recapture of compensation would constitute a form of forced donation, which is coercive and thus not permitted under the Uniform Act.

However, an acquiring agency may levy an assessment to recapture funds expended for a public improvement, provided the assessment is levied against all properties in the taxation area or in the district being improved and provided it is consistent with applicable local ordinances.

Functional Replacement

Sometimes the real property to be acquired for a highway project includes a public facility such as a school or a police or fire station, the loss of which would have an adverse impact on essential public services for the affected community. FHWA recognizes that in such circumstances an alternative method of acquisition, functional replacement, may be needed to serve the public interest. As the term implies, functional replacement provides for the replacement of the public facility in question, and **its use is limited to publicly owned, public use facilities.**



In the typical acquisition, the offer to acquire represents an estimate of just compensation determined through the appraisal of fair market value. Under functional replacement, the facility, including land and improvements, may be replaced by another facility with FHWA participating in the cost of a facility of equivalent utility. For example, if a community fire station with two bays will be acquired for a project, FHWA may participate in the cost of a new fire station of equivalent utility. Should the community choose to build a four-bay facility or add functions or services not present at the acquired site, FHWA participation generally will be limited to the level of function provided by the original facility.

The use of the functional replacement approach is at the option of your agency, with the concurrence of your STD, and must be permissible under State law. **FHWA concurrence that functional replacement is a public necessity or in the public interest also is necessary.**

Due to the complexities usually encountered in the construction of a replacement facility, early and frequent consultation among the community, the State, and FHWA is essential. The parties should develop an agreement setting forth appropriate conditions and respective responsibilities well before FHWA concurrence in the construction award, with appropriate FHWA review and approval of the Project Specifications and Estimates (PS&E).

Inverse Condemnation

Inverse Condemnation is the legal process by which a property owner may claim and receive compensation for the acquisition of or damages to his property as the result of public improvement. This may occur when an agency, either actually or allegedly, acquires a property or property interest without either an offer to acquire through negotiations or the institution of condemnation proceedings. For example, the design and construction of a road inadvertently results in a property owner losing access to his property. The access to the property can be denied in a number of ways including the fencing of property, denial of access across easements, or the denial of access to land caused by regrading of public right of way. The property owner in this scenario is not contacted or compensated because the loss of access was not planned or anticipated by your agency. The Uniform Act prohibits an agency from intentionally making it necessary for the property owner to begin legal proceedings to prove an acquisition occurred. Planning and project development activities normally do not constitute acquisition without some other action that substantially deprives the owner of the use of and enjoyment of the property.

Inadvertent action or unreasonable delay in beginning a project may result in making the property owner think an acquisition has occurred, even without physical taking of the property. Timely project planning and communication with property owners should prevent this situation from occurring.

Uneconomic Remnants

An uneconomic remnant is a portion of a larger property determined by an acquiring agency to have little or no utility or value to its owner because of a partial acquisition of the larger portion. If the acquisition of only part of a property would leave the owner with an uneconomic remnant, the head of your agency must offer to acquire the remnant.

An uneconomic remnant may still have some utility or value. The ultimate test is whether it has utility or value to the present owner. The acquiring agency must make this determination. The agency is obligated only to offer to purchase the uneconomic remnant; the owner may decline the offer. The offer to purchase an uneconomic remnant may be included in the formal written offer for the portion of the property needed for the public project or, at the acquiring agency's discretion, it may be made in a separate offer.

For highway projects, Federal funds may be used to acquire uneconomic remnants regardless of whether the remnants are incorporated into the highway right-of-way. Uneconomic remnants incorporated within right-of-way limits lose their separate identity and become part of right-of-way. Should it no longer be needed for highway purposes, the uneconomic remnant would be disposed of in the same manner as other portions of highway right-of-way.

While the preceding describes Uniform Act requirements, State laws on eminent domain vary in their treatment of uneconomic remnants and must be consulted before an acquiring agency makes an offer.

Tenant-Owned Improvements

When you acquire a property that is occupied by a tenant, you must consider the tenant's real property interests as well as those of the property owner. This is most often relevant in the displacement of tenant-operated businesses which have erected a structure or installed other real property improvements. The Uniform Act requires that such tenants receive just compensation for those improvements if they will be removed or otherwise adversely affected by the proposed acquisition.

An improvement located on the property to be acquired should be treated as real property regardless of ownership. Acquisition from the tenant should follow the same procedures as those for acquiring real property from the owner.

Just compensation for a tenant-owned improvement should be based on the amount that the improvement contributes to the fair market value of the whole property, or its removal value, whichever is greater. Removal value is considered to be the same as salvage value.

No payment should be made to a tenant-owner for improvements unless:

- The tenant-owner assigns, transfers, and releases to the acquiring agency all of the tenant-owner's right, title, and interest in the improvement;
- the owner of the real property on which the improvement is located disclaims all interest in the improvement; and
- the payment does not result in the duplication of any compensation otherwise authorized by law.

The compensation payable for tenant-owned improvements varies from State to State and may be affected by terms of the tenant's lease. **Once again, we recommend that you consult with your STD concerning payment for tenant-owned improvements.**

Owner Retention of Improvements

The owner of improvements located on real property being acquired for a public project may be offered the option of retaining those improvements at a value determined by the acquiring agency. The agency's retention value determination should be available at the initiation of negotiations or within a reasonable period of time after the owner expresses an interest in retention.

Retention value should be established by property management personnel through comparative analysis of improvements sold at public sale or another valuation method. Just compensation paid to the owner should be no less than the difference between the amount determined as just compensation for the owner's entire interest and the retention value of the improvement.

The owner is responsible for removing his or her improvement prior to the initiation of construction.

Hardship and Protective Buying

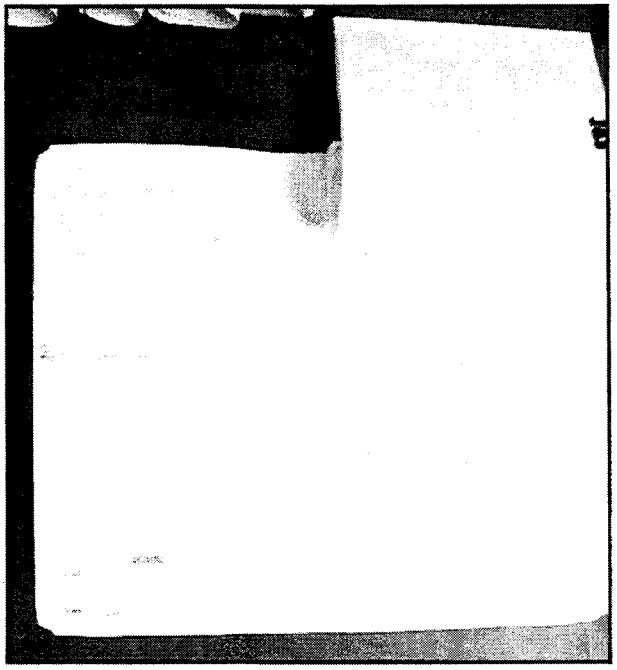
Ordinarily, the acquisition of properties for a federally assisted project does not begin before the completion of the environmental review process. However, in extraordinary cases or emergency situations, an acquiring agency may request that FHWA approve Federal participation in acquiring a particular parcel or a limited number of particular parcels within the limits of a proposed highway corridor prior to such completion. The reasons for such requests include the following:

- A request from a property owner alleging an undue hardship caused by the impending project due to his or her inability to sell the property at fair market value within a time period typical for similar properties not affected by the project. Undue hardship, in such cases, means a hardship particular to the owners/parcels in question and not shared in general by all the owners of property to be acquired for the project.
- The acquiring agency's decision to acquire in order to prevent imminent development and the associated increased costs which would tend to limit the choice of highway alternatives.

As noted above, this procedure is to be used only in unusual circumstances, and additional requirements must be met for it to be used. Such requests may be submitted and approved only if:

- The agency has given official notice to the public that it has selected a particular location to be the preferred or recommended alignment for a proposed highway, or,
    - an opportunity for public involvement has been provided;
- the project is included in a currently approved STIP; and
- the agency has documented its determination that the acquisition is in the public interest and is necessary.

Note: Hardship acquisition and protective buying procedures may not be used in connection with properties subject to the provisions of 49 U.S.C. 303, commonly referred to as Section 4(f) [parks] or 16 U.S.C. 470(f) [historic properties], until the required Section 4(f) determinations and the procedures of the Advisory Council on Historic Preservation are completed.



Negotiator Log

Experienced negotiators tell us that a log of conversations and other contacts or interactions between themselves and property owners or their representatives is an essential tool and resource in acquiring real property. As a minimum, it provides the negotiator with an accurate record of communications, thus helping to avoid misunderstandings, hazy recollections, and unnecessary repetition.

One of the functions of a negotiator's log is to document that negotiations have been conducted in an appropriate manner. Beyond the negotiating arena, acquiring agencies increasingly are being required by courts to demonstrate such compliance. Properly completed, the negotiator's log offers key documentation in these cases.

Sometimes the initial negotiator may not complete the negotiations for a particular parcel. Without a complete record of preceding efforts, subsequent negotiations by a new negotiator will be more difficult and probably more time-consuming. In addition, the record contained in the log may assist in determining the prospects for a successful administrative or legal settlement. This supports the Uniform Act's goals of encouraging and expediting agreements with owners, avoiding litigation, relieving congestion in the courts, assuring consistent treatment for owners in public improvement programs, and promoting public confidence in government's land acquisition practices.

The negotiator should maintain adequate records of negotiations or other contacts for every parcel. The negotiator's log or record should be written in permanent form and completed within a reasonable time after each contact with the property owner. Information for each contact should include the date and place of contact, parties of interest contacted, offers made (dollar amounts), counteroffers, list of reasons settlement could not be reached, and any other pertinent data. The log or report should be signed and dated by the assigned negotiator. Upon completion of negotiations, the above records become part of the project parcel file.

When negotiations are unsuccessful and further attempts to negotiate are considered futile, the negotiator's record should include documentation of the negotiator's recommendations for appropriate future action.

VII. RELOCATION ASSISTANCE

Sometimes land needed for a public project is occupied. In such instances, it may be necessary to displace the occupants, who may include individuals, families, businesses, farms, or even non-profit organizations. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (the Uniform Act), and U.S. DOT/FHWA regulations prescribe certain benefits and protections for persons displaced by public projects funded, at least in part, with Federal money.

Among other benefits, the Uniform Act provides relocation payments for persons displaced from their residences, businesses, farms, or even non-profit organizations. These payments include moving expenses and certain supplements for increased costs at a replacement location. In addition, the Act provides protections for displaced persons such as requiring the availability of replacement housing, minimum standards for such housing, and requirements for notices and informational materials. Also, the Act entitles displaced persons to certain "advisory services" to help them move successfully.

The provisions of the Uniform Act concerning relocation are found in Title II which contains this "Declaration of Policy:"

> **"This title establishes a uniform policy for the fair and equitable treatment of persons displaced as a direct result of programs or projects undertaken by a Federal agency or with Federal financial assistance. The primary purpose of this title is to ensure that such persons shall not suffer disproportionate injuries as a result of programs and projects designed for the benefit of the public as a whole and to minimize hardship of displacement on such persons."**

It is important to understand that successful relocation is essential not only to the welfare of those to be displaced but to the progress of the entire highway project.

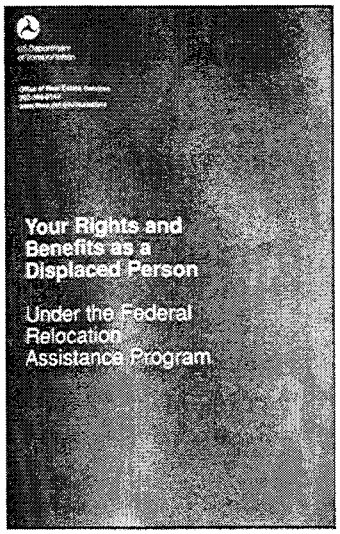
The relocation program consists of four main components: Relocation planning, notices, advisory services, and payments.

Relocation Planning

Successful relocation requires planning. Housing resources must meet the needs of displaced residents in terms of size, price, rental, location, and timely availability. Advisory services and various notices, some with specific timing requirements, must be provided. Businesses must be given relocation assistance with a minimum of disruption to operations. Payments must be made to displaced persons at the time they are needed to obtain replacement housing. Often coordination with other displacing programs or agencies is necessary. These things do not happen automatically; they require planning by the agency. Since the relocation of occupants is one of the major potential impacts of any project, the earlier such impacts are considered the easier it will be eventually to deal with any problems encountered. Moreover, early consideration of relocation impacts may influence the alignment eventually chosen for a project. Lastly, if project displacement involves persons with special needs such as the disabled or the elderly, particular attention will have to be given to advisory services.

NOTICES

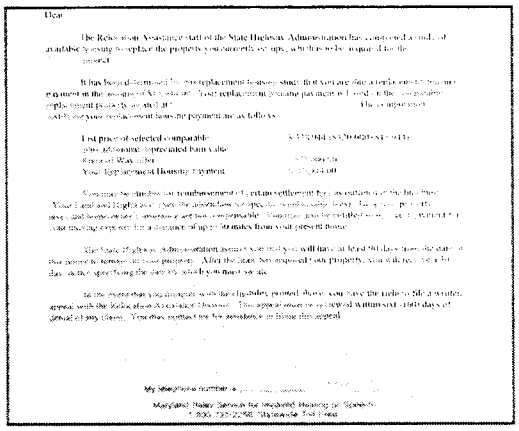
The Uniform Act and the regulations recognize the need of displaced persons for information about the relocation process and require that certain information be provided to them. This information is provided through personal contact and through a series of notices for the purposes of minimizing disruption and maximizing the chances of a successful relocation. The following are the primary notices that must be delivered as part of the program:



http://www.fhwa.dot.gov/realestate/index.htm

1. **General Information Notice.** This notice is to be provided to potential displaced persons at an early stage of the project. It is to be written in easily understood language and, if appropriate, in a foreign language. One common approach is to hand out an informational brochure at the public hearings for the project. The purpose of the notice is to provide a general description of the agency's relocation program, including benefits, responsibilities and protection. Detailed information about the content of this notice may be found in the government-wide (Uniform Act) regulations at 49 CFR 24.203, a copy of which is included in the Appendix.

2. **Notice of Relocation Eligibility.** This notice is provided later in the project when it has been determined that particular persons <u>will be displaced.</u> The trigger for providing this notice is the initiation of negotiations, that is, the date of the first written offer to acquire the real property at which the person is an occupant (residential or non-residential). The notice informs the occupant that he or she will be displaced and, therefore, will be eligible for relocation benefits, as applicable.



3. **90-Day Notice.** The 90-day notice is a basic protection of the Uniform Act. As part of the general information notice described above, the displacing agency must inform potential displaced persons that they will not have to move without at least 90 days' written notice. The 90-day notice, itself, will come later, when the agency's plans for requiring occupants to move have become more precise. At this time (and for residential displacements, only after ensuring that at least one comparable replacement dwelling is available), the agency will inform a person to be displaced, at least 90 days in advance, of the earliest date by which he or she may be required to move. This means, for example, that if the agency believes it may require an occupant to move by July 15, it must inform him or her, in writing, at least 90 days in advance, i.e., April 16. In practice, the agency may not actually require the move until after July 15. Conversely, the occupant may choose to move before that date. In either case, the occupant does not have to move before July 15 and the requirement to provide 90 days' notice has been satisfied.

Some agencies choose an optional method of delivering a 90-day notice. They deliver a 90-day notice which not only meets the requirements described above but also states that they will deliver another notice 30 days prior to the day that the occupant will be required to move.

> **Note: It should be noted that there can be exceptions to the 90-day notice requirement, but only for emergency situations involving health, safety, or similar reasons which make a delay of 90 days impracticable. Contact your STD for further information on notice requirements.**

Advisory Services

Relocation payments alone often are not enough to minimize the hardship of a move necessitated by a public project and ensure a successful move to a replacement location. Another key element is relocation advisory services. These services provide displaced persons with information, counseling, advice, and encouragement and often require repeated and intense personal contact. A displacing agency should become knowledgeable about the nature of the population its project will impact and plan to provide advisory services accordingly.

A typical advisory services program has a group of services as its core. These basic services, which must be made available to all displaced persons, include:

- Explanation that no person can be required to move from a dwelling for a Federal or federally assisted project unless replacement housing is available to such person.
- Explanation of relocation services and appropriate payments.
- Explanation and discussion of eligibility requirements for each relevant type of relocation payment, and, at an appropriate time, determination of eligibility for each displaced person.
- Determination of the needs and preferences of the person to be displaced. Relocation agents must become familiar with the many different and sometimes special needs of the displaced household or business. **A personal interview is essential to accomplish these objectives.**
- Making every effort to meet identified needs, while recognizing the importance of the displaced persons' priorities and their desire, or lack of desire, for assistance.
- Provision of the following specific types of services, as appropriate:
  - Current listings, including prices or rents, of replacement properties either comparable to acquired dwellings or appropriate for displaced businesses and farms.
  - Transportation for displaced persons to inspect potential relocation housing if they are unable to do so on their own.
  - Information concerning Federal and State housing, disaster loan assistance (when applicable), and other programs offering relocation or related types of assistance.

* Assistance in obtaining and completing applications or claim forms for relocation payment or other related assistance.

In addition, it may be necessary to provide unusual types of assistance to persons with unusual or special needs.

Note: It is important to know that, in accordance with amendments to the Uniform Act passed in 1997, persons who are aliens not lawfully present in the United States are not eligible, with certain limited exceptions, to receive relocation payments or advisory services.

Relocation Assistance Payments

We have often noted that one of the main purposes of the Uniform Act is to prevent affected persons from bearing an unfair share of the burden of public projects. Such a burden could easily be created if a displaced person were forced to pay increased rent for a replacement apartment or a higher price or interest rate for a replacement home. In order to prevent this, the Uniform Act provides for relocation payments to displaced persons.

There are two main categories of payments, residential and non-residential. Within each category there are several types of payments which address expenses incurred as a result of a required move.

The following provides brief descriptions of the relocation payments available to displaced persons. Each type of payment has its own eligibility criteria and computation requirements, the details of which are beyond the scope of this publication.

Note: Should your project require the displacement of families, individuals, businesses, farms, or non-profit organizations, we recommend you contact your STD or other persons knowledgeable about the limitations and conditions of these payments and the other complex relocation requirements of the Uniform Act.

Residential Displacements

1. Moving and related expenses. This includes payment for the actual cost to move personal property. A property owner may have a commercial mover move personal property or may elect to move the personal property himself. In addition, the property owner has the option to be paid on the basis of a schedule published by FHWA rather than on the basis of actual costs (a copy of the schedule is available on the FHWA website at **http://www.fhwa.dot.gov/realestate/index.htm**). Often this saves administrative costs for the agency and is advantageous to the owner of the personal property.

2. Replacement housing payment. A payment for the difference, if any, between the actual acquisition price or rent of a comparable replacement dwelling and the acquisition price or rent of the dwelling from which the occupant is being displaced. Additionally, increased mortgage interest costs and selected incidental expenses (settlement costs) also may be eligible.

Replacement Housing Standards

A basic requirement of the Uniform Act is that the replacement housing made available to displaced persons must meet certain standards. These standards are contained in the interrelated concepts of "decent, safe, and sanitary housing" and "comparable replacement housing."

The phrase "decent, safe, and sanitary (DSS)" refers to the physical condition of the replacement dwelling. Basically, a dwelling which meets the standards of a typical local housing or occupancy code and the minimum requirements of the Federal regulation will be DSS. If a community has a more stringent set of housing codes than those found in the government-wide rule at 49 CFR 24.2 (Definitions), ***they*** may be used to determine whether a dwelling is DSS.

The phrase "comparable replacement dwelling" means a dwelling which meets the following criteria:

1. Decent, safe, and sanitary, as described previously.
2. Functionally equivalent to the displacement dwelling.
3. Adequate in size to accommodate the displaced person(s).
4. Located in an area that is:
   - not subject to unreasonable adverse environmental conditions;
   - generally not less desirable than the location of the displacement dwelling with regard to public utilities and commercial and public facilities;
   - reasonably accessible to the displaced person's place of employment.
5. Located on a typical residential site.
6. Currently available to the displaced person(s).
7. Within the financial means of the displaced person(s).

Note: The regulations require that no person may be required to move from a dwelling unless he or she has been offered an available comparable replacement dwelling.

In carrying out this requirement, the displacing agency must offer every displaced person at least one comparable replacement dwelling and, if possible, three. This is a crucial part of the displacement process, since the comparable replacement dwelling will form the basis of the computation of the Replacement Housing payment.

Many of the elements of comparable replacement housing deal with the specific needs of displaced persons, e.g., financial means, access to employment, and access to public and commercial facilities. This reemphasizes the critical importance of what was stressed above in the section on Advisory Services — the need for the agency to determine the displaced person's needs and circumstances. This can be accomplished only by personal contact with each displaced household early in the process.

Mobile Homes

Mobile homes present one of the most complex and difficult situations with which displacing agencies must cope. Mobile homes differ from conventional housing in that their status as real or personal property varies from State to State. Also, in a mobile home situation, there is a separation between the dwelling and the site it occupies. For example, one may own a mobile home but rent its site or vice versa.

These differences may present you with two general problems. The first involves a decision you may not have to make with conventional housing — whether to acquire or move the mobile home. The second is a major increase in the complexity of determining the relocation payments for which the displaced person is eligible.

In addition, mobile homes typically will have a disproportionate number of low-income, elderly, and other occupants who are difficult to move successfully. For all these reasons, dealing with mobile home moves will require the maximum in planning, preparation, patience, and assistance.

Note: If your project might include the displacement of mobile homes, we recommend that you contact your STD for assistance.

Business Displacements

1. Actual moving and related expenses. The cost to move, and, if appropriate, disconnect and reinstall personal property will usually be reimbursable. If a business owner decides not to move personal property, as an alternative he or she may elect to be paid on the basis of actual direct loss of tangible personal property or the cost of substitute personal property. Such alternate payments may not exceed the actual cost to move the items.

2. Reestablishment expenses. In addition to a payment for moving expenses, the owner of a small business may be eligible for up to $10,000 for reimbursement of eligible expenses associated with the reestablishment of a business at a replacement location.

3. Search costs. A business may be reimbursed for up to $1,000 of expenses incurred in connection with searching for a replacement location.

4. Fixed moving expenses payment. A business may be eligible for a payment of not less than $1,000 and not more than $20,000 in place of an actual moving expense payment. This often is referred to as an "in lieu" payment. The payment amount is based on average annual net earnings of the business. **There are additional eligibility requirements for this payment which are described in the regulations at 49 CFR 24.306.**

Note: We want to reiterate that if you undertake a federally assisted project requiring the displacement of persons, businesses, farms, or non-profit organizations and you do not have the technical expertise to administer the Relocation Assistance Program, we strongly recommend contacting your STD for assistance.

Typical Relocation Process Under the Uniform Act*

1 - Plan Project

- Estimate relocation needs, such as housing (conduct door-to-door survey, if feasible).
- Estimate costs and staffing needs.
- Hold public hearings.
- Decide plan of action.

2 - Project Approved

- Establish organization and train staff.
- Establish management control system and procedures for coordinating relocation with displacement causing activity.
- Establish record-keeping procedures.

3 - Inform Persons to be Displaced

- Provide general written information describing payments, services and protections.
- Identify representative comparable replacement dwelling.
- Provide notice of eligibility for relocation assistance. Include cost and location of comparable replacement dwelling.

4 - Interview Person to be Displaced

- Determine (or update) individual needs and preferences. Complete site occupant record.
- Explain available payments and services, eligibility conditions, filing procedures, and basis for determining maximum replacement housing payment.
- Encourage person not to move prematurely.
- Explain rental policies for short-term occupancy after acquisition.

5 - Work with Person to be Displaced

- Make referrals to replacement housing units and replacement business locations. If feasible, inspect replacement housing before referral.
- Provide counseling, technical aid, and appropriate referrals to social service agencies.
- Inform owner to notify agency prior to moving.
- Issue 90-day notice, if necessary.

6 - Person Chooses Replacement Property and Moves

- Inspect replacement housing before move to ensure it is decent, safe, and sanitary.
- Issue advance payment when needed.
- Upon notification of business move, inspect personal property at displacement site. Inspect personal property at replacement site to ensure it was moved.

7 - Process Claims and Make Payments

- Assist in preparing and filing claim(s). Review claims and promptly issue payments.
- Deal with complaints quickly and equitably. Assist in preparation of appeal, as appropriate.

8 - Follow-Up

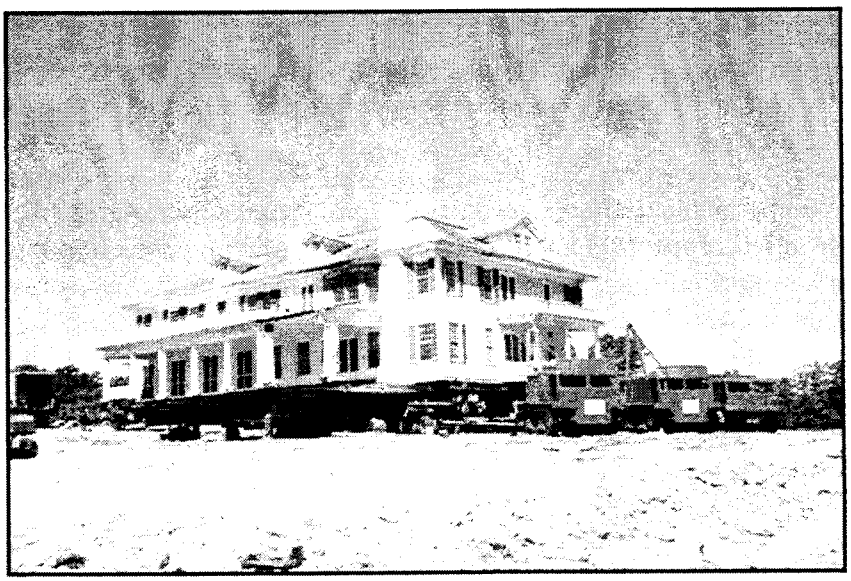
- Evaluate program success (include follow-up contacts with persons displaced).
- Improve procedures for future.
- Maintain records to demonstrate compliance with law and regulations.

* URA Rules Effective 4/2/89

VIII. PROPERTY MANAGEMENT

Whenever a new highway is built, and often when an existing one is widened or otherwise modified, it is necessary to acquire land for the intended construction. For various reasons, there usually is an interim period between the acquisition of the land and construction. Acquired land and any accompanying improvements are valuable resources which must be protected and often can be productive during this interim. Even after construction is completed, attention must be paid to acquired land to ensure the safe and effective functioning of the highway facility and to protect the public and its investment.

The administration of acquired land and improvements is called property management. It includes activities such as maintenance and protection of the right-of-way, rental or leasing of acquired property, disposal of property no longer needed for the highway, and others discussed later in this chapter. Many of these activities provide opportunities for a State or local government to generate revenue which may be used for highway-related activities.



Photograph provided by Expert House Movers

As a project proceeds from the planning stage through the acquisition of property, the relocation of right-of-way occupants, the construction of the facility, and then to the operation of the completed highway, property management is an ongoing concern. For example, well before negotiations to acquire real property have begun, the acquiring agency should consider and determine whether improvements can be moved so that, if appropriate, it may offer an owner the opportunity to retain and remove them. At the other end of the spectrum, even after construction of the highway is completed, the agency still will have property management responsibilities. Examples include ensuring the safety of the highway by preventing encroachments, protecting access control, disposing of excess land, and renting real estate.

In administering acquired land and improvements, you should be guided by the twin goals of serving the public interest and maximizing public benefit. Keeping these goals in mind is helpful when decisions must be made concerning situations in which the rules are not clear-cut or the circumstances are ambiguous.

For discussion purposes, we have divided property management activities into those which occur before the project is closed out (financially) and those which occur thereafter.

Property Management From Acquisition Through Project Closeout

Administration

As in any activity, proper administration is a minimum requirement. The administration of acquired property includes a number of procedural activities and the records associated with them. In a very real sense, appropriate records are the backbone of the process.

An essential component of the record-keeping process is the property inventory. It is preferable that the property inventory include a record of all real property and improvements acquired for the project. The agency should prepare a pre-acquisition inventory covering every parcel to be acquired, including all land, structures, machinery, equipment, and fixtures. In order to document what is present, the inventory should be updated when physical possession of the real property occurs, and periodically thereafter until all improvements have been disposed of. Disposals of improvements should be noted as they occur.

In addition, the agency should maintain records which provide a proper accounting of expenses and receipts for property leased or rented as well as the disposal of improvements and the payments received.

Another important area involves the maintenance and security of acquired property. As noted above, acquired property is a valuable resource requiring protection from vandalism, encroachment, or other misuse. Even more importantly, the agency must take measures to insure public safety between acquisition and the completion of the highway. Therefore, it is necessary for the agency to inspect the property at appropriate intervals. Additional areas of concern include procedures for hiring contractors (including for the management of real property — see the section on FHWA contracting requirements in Chapter IV, Administrative Matters), the preservation and/or disposal of improvements, and rodent control.

Interim Leasing

If real property is not needed immediately for construction, it may be advantageous for the agency to rent or lease it. This provides revenue to the project and, often, an extra measure of security. Interim leasing is permissible only when the construction schedule permits. Typically, it involves renting property back to previous owners/occupants, which may have the added benefit of assisting with the timing of relocation and/or other project activities. Such properties generally are rented for a short term and the rent charged should be appropriate for short-term occupancy. The Federal share of net income from such leases may be credited to an account and used for Title 23 eligible projects.

Leases should include the following conditions in order to protect the project's/agency's interests in the property:

- Tenant assurances that the rented property will not be transferred, assigned, or conveyed without approval from the acquiring agency.

- Provisions that allow the lease to be revoked if substandard conditions are not corrected within a specified time frame.
- Provisions requiring the tenant to purchase adequate insurance.
- Provisions allowing inspection of the rental property at specific intervals or on an as-needed basis.
- Provisions assuring that the use of the rental property will not interfere with project activities or the eventual intended use of the highway facility.
- Provisions ensuring that those who are not eligible to receive relocation assistance benefits at the initiation of negotiations will not gain eligibility to receive relocation assistance benefits when they are required to move from the rental property.

Right-of-Way Clearance

If structures, utilities, equipment, or other impediments to construction are present on the property to be acquired, they must be cleared before construction may begin. Clearance may be accomplished in a variety of different ways — as part of the construction contract for building the highway, or through a separate demolition/removal contract, owner retention and removal, negotiated sale, auction, or another method. An important aspect of clearing the property is the relocation of occupants which is discussed in greater detail in Chapter VII, Relocation. As a rule, occupants must be relocated before bids for construction of the highway facility may be advertised.

Within a short time following the completion of the highway's construction, the project will be financially closed out. When the highway facility is open to traffic, it enters its operational phase.

Property Management after Project Closeout

Even after the project has been closed out financially, the need for property management continues in order to protect the traveling public and its investment in the highway. This includes functions which occurred during the pre-closeout phase (such as leasing) and some new activities, such as excess property disposal and protection of access control.

Note: Your STD should be contacted for information regarding treatment of revenue.

Post-Closeout Functions

Once a highway facility is open to traffic, decisions about leasing property and preventing inappropriate uses of the right-of-way take on an added dimension. Each use of the right-of-way for other than high-

way purposes must be weighed against the maintenance of highway capacity and safety. Uses which were permissible before operations began may no longer be acceptable.

A number of functions typically occur after closeout. One of these is the disposal of excess property. After the highway has begun operations, it may become clear that some of the property acquired for the highway is not needed currently and will not be needed in the foreseeable future. The agency should maintain an inventory of such "excess properties." Excess property may be disposed of but FHWA policy puts some limitations on the disposal.

If the property is sold to a private party, the acquiring agency must charge a minimum of fair market value, although there can be exceptions for social, economic, or environmental purposes. The Federal share of the sale proceeds (see the section on Cost-Sharing/Credits in Chapter IV, Administrative Matters) may be retained but must be used for activities eligible under Title 23 U.S.C. Highways. However, if a disposal is made to a government entity for public purposes, the disposal may be made without charge.

One special type of disposal involves the disposal of access control, i.e., opening access to the highway facility at a point or points where it has been prohibited. This is a matter with very serious potential implications for the safety and capacity of the highway.

> **Note: If your agency wishes to dispose of access control, you must seek prior approval from your STD.**

Another post-closeout function is the leasing of real property. As in the pre-closeout phase, leasing is a potential source of revenue. The decision to permit leasing is dependent on the agency's determination that it will not interfere with the safety of the traveling public or adversely affect the highway's capacity. You must charge fair market value for leases, but, once again, there can be exceptions for social, economic, or environmental purposes. As with the disposal of excess property, the income from leasing after closeout may be used by your agency for activities eligible under the federal-aid highway program. Once again, prior FHWA approval is required for the leasing of right-of-way on interstate highways.

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NOTES

GLOSSARY

(Moving Cost) Schedule This schedule is used to calculate the amount of reimbursement that displaced persons may be eligible to receive if they decide to move their own personal property. We (FHWA) periodically update and distribute this schedule. A copy can be found on our web site at: **http://www.fhwa.dot.gov/realestate/index.htm**.

30-Day Notice This is a notice that may be given to a person who will be required to move a residence, business or personal property as a result of your agency's project. It informs the person that he or she must move the residence, business or personal property 30 days from the date of the notice. This notice can only be given after you give a 90-day notice.

Access Control Power of Government to restrict/control a property owner's right to create entrances and exits on a public road. After a roadway is designed, built, and in use, there will be instances in which someone will request permission to create a driveway or entrance onto the roadway. These requests require consideration of local access control regulations, potential impacts to the roadway, and safety and capacity (ability of roadway to carry the additional traffic), that a new entrance will create. You should consult with your STD and/or your local engineering staff when considering a request.

Acquisition The process of obtaining right-of-way necessary to construct or support your project.

Actual Moving Expenses The costs that are paid to disconnect, move and reinstall personal property. These costs are usually associated with the move of a business. A complete list of costs eligible for federal reimbursement can be found at 49 CFR 24.303.

Actual Direct Loss of Tangible Personal Property Businesses and farms which move as a result of having their real estate acquired sometimes elect not to move some of their personal property. They may be eligible to receive a payment for this personal property. See 49 CFR 24.303(a)(10) for a complete explanation of how an Actual Direct Loss of Tangible Personal Property payment is calculated.

After Appraisal Part of the appraisal of a property from which only a portion of that property is acquired for the planned project. This type of acquisition is often referred to as a "partial acquisition." That portion which is valued "after" the acquisition is sometimes referred to as the "remainder" or "remaining parcel." The After Value takes into account the effects of the partial acquisition and any effects (negative or positive) that it may have on the value of the remainder.

Alternate Dispute Resolution (ADR) A range of different forums and processes which can be utilized to resolve a dispute. We focus on two forms of ADR in this guide which might be used to negotiate a settlement: administrative settlements and mediation.

Approaches to Value (Cost, Income Capitalization & Sales Comparison) Cost, Income Capitalization and Sales Comparison are the three approaches an appraiser can use to estimate the value of a property.

The Cost approach estimates the value of a property by adding the value of the land plus estimated cost to construct/replace the improvement and then subtracting the estimated amount of depreciation from the current structure.

The Income Capitalization approach estimates a property's capacity to generate income over a period of time and then converts that income into an estimate of the present value of the property.

The Sales Comparison approach estimates the value of a property by comparing similar properties which have sold recently (comparables) and then making adjustments to the sale price of the comparables to account for differing characteristics.

Approved Appraisal An appraisal must be approved by an official of your agency before it can be used as the basis for offering a property owner your agency's estimate of just compensation. The approval process involves having the appraisal reviewed by either a knowledgeable agency official who can then approve the appraisal, or a contract review appraiser who cannot approve the appraisal but can recommend approval to an agency official.

Before Appraisal Part of the appraisal of an affected property which estimates the value of the property as it is before the acquisition. Law and regulations typically require that this estimate of value cannot include any increase or decrease in the value of the property which results from the planned or anticipated project.

Cost of Substitute Personal Property (Relocation Assistance) In some instances a business or farm owner who has to move his or her personal property as a result of your project may decide to replace some items of personal property instead of moving them. The property owner may receive some reimbursement for replacing these items of personal property at the site to which he or she moves. An explanation of how to calculate the reimbursement a property owner is eligible to receive can be found at 49 CFR 24.303(a)(12).

Cost (appraisal approach) Cost, Income Capitalization and Sales Comparison are the three approaches an appraiser can use to estimate the value of a property. The Cost approach estimates the value of a property by adding the value of the land plus estimated cost to construct/replace the improvement and then subtracting the estimated amount of depreciation from the current structure.

Damages In some instances when your agency acquires a part of a person's property, the acquisition, planned use, or construction may cause a loss in value of the remaining property (damages may also extend to adjoining properties in which the property owner has an interest). Normally, the value of the damage is based on a before and after appraisal or on the cost to cure. An owner is entitled to payment of damages and receives this payment as a part of the payment of just compensation.

Disconnect Costs When a business or farm owner has to move his personal property as a result of your project he may be eligible to receive reimbursement for the cost to disconnect, dismantle and remove his personal property. See 49 CFR 24.303(3) for a list of federally reimbursable disconnect costs.

Encroachments A situation which usually occurs when items such as a house, sign or well are discovered to be on your agency's property (right-of-way, etc.) illegally or without permission.

Fair Market Value The price which a willing buyer will pay a willing seller for a piece of real estate. The above definition is only a general definition. You should note that the exact definition of fair market value depends on where (the jurisdiction) the property being bought or sold is located, on state/local case law and on other state/local legal issues.

Federally Assisted Projects A federally assisted project is one which receives Federal reimbursement or payment of some project expenses such as planning, construction, right-of-way acquisition, and property management. As a local public agency you usually receive federal financial assistance from your State Department of Transportation and in some instances directly from the Federal government.

Highest and Best Use The legal use (or development/redevelopment) of a property which makes it most valuable to a buyer or the market.

Incidental Expenses (settlement expenses) This is a reimbursement for some settlement expenses that a residential property owner may receive after he or she buys a dwelling to replace the one that your agency acquired. A complete list of eligible expenses can be found at 49 CFR 24.401(e)(1-9).

Increased Mortgage Interest Costs This is a payment that a residential property owner may be eligible to receive to offset the increased cost of getting a mortgage on a dwelling to replace the dwelling that your agency acquired. An explanation of how to determine if a property owner is eligible to receive this reimbursement and how to calculate the payment can be found at 49 CFR 24.401(d).

Just Compensation The payment (to a property owner) your agency must make in order to acquire property for a federally funded or federally assisted project. The payment includes the value of the real estate acquired and any damages caused to the remainder of the property by the acquisition and/or construction.

Lease A lease is an agreement between a landlord, property owner or property manager and a tenant. The agreement covers issues such as rental amount and length of time the lease is in effect. The rental amount may include or exclude property taxes, garbage pickup fees, utility costs, property maintenance and other expenses.

Local Public Agency Coordinator A number of State Departments of Transportation have appointed someone to act as a contact and coordinator for activities carried out by local public agencies in their state. The coordinator is a focal point for information on applicable laws, rules, regulations, policies and procedures which a local public agency must follow when using Federal funds in any part of a project.

Minimum Qualifications of Appraisers The criteria that an agency uses to determine which appraisers or review appraisers are qualified based on experience, state licenses or state certifications to perform specific appraisal and review assignments. This list is created by your agency or can be obtained from your State Department of Transportation. Additional information on minimum qualifications of appraisers can be found at 49 CFR 24.103(d) – Qualifications of Appraisers.

Minimum Standards A set of requirements which specifies what information must be included in an appraisal report and the formats which are acceptable to use for preparing the appraisal report. Additional information on minimum standards can be found in 49 CFR 24.103(a) – Standards of Appraisal.

Negotiation This is the primary method for acquiring property for your project. It involves explaining items such as details of construction, your agency's offer of just compensation and what just compensation is. A property owner must have these details in order to consider your agency's offer. The negoti-

ation process involves listening to the property owner and determining the best way (negotiated settlement/administrative settlement) to reach an agreement for the sale of property. You should contact your LPA coordinator or STD to determine how the administrative settlement (negotiated settlement) approval process works.

NEPA – National Environmental Policy Act of 1969 (NEPA) NEPA applies to all Federal agencies and most of the activities they manage, regulate or fund that affect the environment. It requires all agencies to disclose and consider the environmental implications of their proposed actions. In most instances Federal aid for local public agency projects is given out by the State (or your STD). If your project will use any federal funds you will have to comply with NEPA requirements. Information on NEPA and Federal Aid project requirements can be found in the regulations at 23 CFR 771 (proposed regulations 23 CFR 1420 will replace 23 CFR 771 if published).

Personal Property In general refers to property that can be moved. It is not permanently attached to, or a part of, the real estate. For example, if your agency purchases a strip of property and that strip has a dog house on it, in most cases the dog house would be personal property. An example of business personal property may be desks and chairs. If you need information or assistance in determining what makes up personal property under your state and local laws you should contact your LPA coordinator or legal council.

Personalty Refers to items which are determined to be personal property.

Preferred Alignment As part of the planning process, an agency identifies a number of project possibilities including no-build and several alternate alignments and then determines which of the possibilities appears to be most feasible. This is usually the agency's preferred alignment. If your agency will use any Federal funds in its project, then it must follow NEPA process requirements in order to determine which alternative will be used by your agency.

Realty Refers to items which are determined to be real property.

Reestablishment Expenses A business, farm or non-profit organization may be eligible to receive reimbursement for some of its expenses related to relocating and reestablishing when it is required to move for a Federally aided project. A list of expenses which are reimbursable can be found at 49 CFR 24.304.

Regulatory (Federal Aid program) This refers to the regulations which tell how the Federal aid highway program is administered. The primary regulations for right-of-way real property acquisition, relocation, appraisal, property management, junkyard control, outdoor advertising and property management are 23 CFR 710, 750, 751 and 49 CFR 24.

Relocation Planning A process for federally aided projects and programs which involves identifying and considering the potential impact created by displacing residences, farms, businesses and non-profit organizations and planning methods to minimize that impact. Information on relocation planning requirements can be found at 49 CFR 24.205.

Statutory (Federal Aid program) This refers to the laws passed by Congress which govern real estate acquisition activities for Federal and Federally assisted programs and projects. The primary statute governing Federal and Federally assisted real estate acquisition activities is the Uniform Act.

Stipulated Settlement In instances in which condemnation proceedings have begun, parties can still negotiate, and in some instances, can agree to a settlement before their case is heard. In order to conclude the negotiation, the parties present the Judge or presiding authority their agreement to settle (which is called a stipulated settlement).

Website (Environmental Justice) http://www.fhwa.dot.gov/environment/ej2.htm

Website (Office of Real Estate Services) http://www.fhwa.dot.gov/realestate/index.htm

Note: These Regulations and Statutes were printed in June 2001. You should check our website: http://www.fhwa.dot.gov/realestate/ for the most current copy of the regulations and statutes.

[1]Public Law 91-646
91st Congress, S. 1
January 2, 1971

([2]As amended by Public Law 100-17, Apr. 2, 1987, Title IV, Uniform Relocation Act Amendments of 1987.)
([3]As amended by Public Law 102-240, Dec. 18, 1991, Sec. 1055, Relocation Assistance Regulations Relating to the Rural Electrification Administration.)
([4]As amended by Public Law 105-117, Nov 21, 1997, Sec.104; Sec 2, an Alien not lawfully present in the United States.)

Office of Real Estate Services
Federal Highway Administration

AN ACT

To provide for uniform and equitable treatment of persons displaced from their homes, businesses, or farms by Federal and federally assisted programs and to establish uniform and equitable land acquisition policies for Federal and federally assisted programs.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, that this Act may be cited as the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970".

TITLE I—GENERAL PROVISIONS

SEC. 101. As used in this Act—

(1) The term "Federal agency" means any department, agency, or instrumentality in the executive branch of the Government, any wholly owned Government corporation, the Architect of the Capitol, the Federal Reserve banks and branches thereof, and any person who has the authority to acquire property by eminent domain under Federal law.

(2) The term "State" means any of the several States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, the Trust Territory of the Pacific Islands, and any political subdivision thereof.

(3) The term "State agency" means any department, agency, or instrumentality of a State or of a political subdivision of a State, any department, agency, or instrumentality of two or more States or of two or more political subdivisions of a State or States, and any person who has the authority to acquire property by eminent domain under State law.

(4) The term "Federal financial assistance" means a grant, loan, or contribution provided by the United States, except any Federal guarantee or insurance, **any interest reduction payment to an individual in connection with the purchase and occupancy of a residence by that individual,** and any annual payment or capital loan to the District of Columbia.

(5) The term "person" means any individual, partnership, corporation, or association.

(6) (A) The term "displaced person" means, except as provided in subparagraph (B)—

(i) any person who moves from real property, or moves his personal property from real property-

(I) as a direct result of a written notice of intent to acquire or the acquisition of such real property in whole or in part for a program or project undertaken by a Federal agency or with Federal financial assistance; or

(II) on which such person is a residential tenant or conducts a small business, a farm operation, or a business defined in section 101(7)(D), as a direct result of rehabilitation, demolition, or such other displacing activity as the lead agency may prescribe, under a program or project undertaken by a Federal agency or with Federal financial assistance in any case in which the head of the displacing agency determines that such displacement is permanent; and

(ii) solely for the purposes of sections 202(a) and (b) and 205 of this title, any person who moves from real property, or moves his personal property from real property—

(I) as a direct result of a written notice of intent to acquire or the acquisition of other real property, in whole or in part, on which such person conducts a business or farm operation, for a program or project undertaken by a Federal agency or with Federal financial assistance; or

(II) as a direct result of rehabilitation, demolition, or such other displacing activity as the lead agency may prescribe, of other real property on which such person conducts a business or a farm operation, under a program or project undertaken by a Federal agency or with Federal financial assistance where the head of the displacing agency determines that such displacement is permanent.

(B) The term "displaced person" does not include —

(I) a person who has been determined, according to criteria established by the head of the lead agency, to be either in unlawful occupancy of the displacement dwelling or to have occupied such dwelling for the purpose of obtaining assistance under this Act;

(ii) in any case in which the displacing agency acquires property for a program or project, any person (other than a person who was an occupant of such property at the time it was acquired) who occupies such property on a rental basis for a short term or a period subject to termination when the property is needed for the program or project.

(7) The term "business" means any lawful activity, excepting a farm operation, conducted primarily—

(A) for the purchase, sale, lease and rental of personal and real property, and for the manufacture, processing, or marketing of products, commodities, or any other personal property;

(B) for the sale of services to the public;

(C) by a nonprofit organization; or

(D) solely for the purposes of section 202 of this title, for assisting in the purchase, sale, resale, manufacture, processing, or marketing of products, commodities, personal property, or services by the erection and maintenance of an outdoor advertising display or displays, whether or not such display or displays are located on the premises on which any of the above activities are conducted.

(8) The term "farm operation" means any activity conducted solely or primarily for the production of one or more agricultural products or commodities, including timber, for sale or home use, and customarily producing such products or commodities in sufficient quantity to be capable of contributing materially to the operator's support.

(9) The term "mortgage" means such classes of liens as are commonly given to secure advances on, or the unpaid purchase price of, real property, under the laws of the State in which the real property is located, together with the credit instruments, if any, secured thereby.

(10) The term "comparable replacement dwelling" means any dwelling that is (A) decent, safe, and sanitary; (B) adequate in size to accommodate the occupants; (C) within the financial means of the displaced person; (D) functionally equivalent; (E) in an area not subject to unreasonable adverse environmental conditions; and (F) in a location generally not less desirable than the location of the displaced person's dwelling with respect to public utilities, facilities, services, and the displaced person's place of employment.

(11) The term "displacing agency" means any Federal agency carrying out a program or project, and any State, State agency, or person carrying out a program or project with Federal financial assistance, which causes a person to be a displaced person.

(12) The term "lead agency" means the Department of Transportation.

(13) The term "appraisal" means a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

EFFECT UPON PROPERTY ACQUISITION

SEC. 102. (a) The provisions of section 301 of title III of this Act create no rights or liabilities and shall not affect the validity of any property acquisitions by purchase or condemnation.

(b) Nothing in this Act shall be construed as creating in any condemnation proceedings brought under the power of eminent domain, any element of value or of damage not in existence immediately prior to the date of enactment of this Act.

CERTIFICATION

SEC. 103. (a) Notwithstanding sections 210 and 305 of this Act, the head of a Federal agency may discharge any of his responsibilities under this Act by accepting a certification by a State agency that it will carry out such responsibility, if the head of the lead agency determines that such responsibility will be carried out in accordance with State laws which will accomplish the purpose and effect of this Act.

(b) (1) The head of the lead agency shall issue regulations to carry out this section.

(2) The head of the lead agency shall, in coordination with other Federal agencies, monitor from time to time, and report biennially to the Congress on, State agency implementation of this section. A State agency shall make available any information required for such purpose.

(3) Before making a determination regarding any State law under subsection (a) of this section, the head of the lead agency shall provide interested parties with an opportunity for public review and comment. In particular, the head of the lead agency shall consult with interested local general purpose governments within the State on the effects of such State law on the ability of local governments to carry out their responsibilities under this Act.

(c) (1) The head of a Federal agency may withhold his approval of any Federal financial assistance to or contract or cooperative agreement with any displacing agency found by the Federal agency to have failed to comply with the laws described in subsection (a) of this section.

(2) After consultation with the head of the lead agency, the head of a Federal agency may rescind his acceptance of any certification under this section, in whole or in part, if the State agency fails to comply with such certification or with State law.

DISPLACED PERSONS NOT ELIGIBLE FOR ASSISTANCE

SEC. 104. (a) IN GENERAL- Except as provided in subsection (c), a displaced person shall not be eligible to receive relocation payments or any other assistance under this Act if the displaced person is an alien not lawfully present in the United States.

(b) DETERMINATIONS OF ELIGIBILITY

(1) PROMULGATION OF REGULATIONS – Not later than 1 year after the date of enactment of this section, after providing notice and an opportunity for public comment, the head of the lead agency shall promulgate regulations to carry out subsection (a).

(2) CONTENTS OF REGULATIONS – Regulations promulgated under paragraph (1) shall

(A) prescribe the processes, procedures, and information that a displacing agency must use in determining whether a displaced person is an alien not lawfully present in the United States;

(B) prohibit a displacing agency from discriminating against any displaced person;

(C) ensure that each eligibility determination is fair and based on reliable information; and

(D) prescribe standards for a displacing agency to apply in making determinations relating to exceptional and extremely unusual hardship under subsection (c).

(c) EXCEPTIONAL AND EXTREMELY UNUSUAL HARDSHIP – If a displacing agency determines by clear and convincing evidence that a determination of the ineligibility of a displaced person under subsection (a) would result in exceptional and extremely unusual hardship to an individual who is the displaced person's spouse, parent, or child and who is a citizen of the United States or an alien lawfully admitted for permanent residence in the United States, the displacing agency shall provide relocation payments and other assistance to the displaced person under this Act if the displaced person would be eligible for the assistance but for subsection (a).

(d) LIMITATION ON STATUTORY CONSTRUCTION – Nothing in this section affects any right available to a displaced person under any other provision of Federal or State law.

TITLE II—UNIFORM RELOCATION ASSISTANCE

DECLARATION OF FINDINGS AND POLICY

SEC. 201. (a) The Congress finds and declares that—

(1) displacement as a direct result of programs or projects undertaken by a Federal agency or with Federal financial assistance is caused by a number of activities, including rehabilitation, demolition, code enforcement, and acquisition;

(2) relocation assistance policies must provide for fair, uniform, and equitable treatment of all affected persons;

(3) the displacement of businesses often results in their closure;

(4) minimizing the adverse impact of displacement is essential to maintaining the economic and social well-being of communities; and

(5) implementation of this Act has resulted in burdensome, inefficient, and inconsistent compliance requirements and procedures which will be improved by establishing a lead agency and allowing for State certification and implementation.

(b) This title establishes a uniform policy for the fair and equitable treatment of persons displaced as a direct result of programs or projects undertaken by a Federal agency or with Federal financial assistance. The primary purpose of this title is to ensure that such persons shall not suffer disproportionate injuries as a result of programs and projects designed for the benefit of the public as a whole and to minimize the hardship of displacement on such persons.

(c) It is the intent of Congress that—

(1) Federal agencies shall carry out this title in a manner which minimizes waste, fraud, and mismanagement and reduces unnecessary administrative costs born by States and State agencies in providing relocation assistance;

(2) uniform procedures for the administration of relocation assistance shall, to the maximum extent feasible, assure that the unique circumstances of any displaced person are taken into account and that persons in essentially similar circumstances are accorded equal treatment under this Act;

(3) the improvement of housing conditions of economically disadvantaged persons under this title shall be undertaken, to the maximum extent feasible, in coordination with existing Federal, State, and local governmental programs for accomplishing such goals; and

(4) the policies and procedures of this Act will be administered in a manner which is consistent with fair housing requirements and which assures all persons their rights under title VIII of the Act of April 11, 1968 (P.L. 90-284), commonly known as the Civil Rights Act of 1968, and title VI of the Civil Rights Act of 1964.

MOVING AND RELATED EXPENSES.

SEC. 202. (a) Whenever a program or project to be undertaken by a displacing agency will result in the displacement of any person, the head of the displacing agency shall provide for the payment to the displaced person of—

(1) actual reasonable expenses in moving himself, his family, business, farm operation, or other personal property;

(2) actual direct losses of tangible personal property as a result of moving or discontinuing a business or farm operation, but not to exceed an amount equal to the reasonable expenses that would have been required to relocate such property, as determined by the head of the agency;

(3) actual reasonable expenses in searching for a replacement business or farm; **and**

(4) actual reasonable expenses necessary to reestablish a displaced farm, nonprofit organization, or small business at its new site, but not to exceed $10,000.

(b) Any displaced person eligible for payments under subsection (a) of this section who is displaced from a dwelling and who elects to accept the payments authorized by this subsection in lieu of the payments authorized by subsection (a) of this section may receive **an expense and dislocation allowance, which shall be determined according to a schedule established by the head of the lead agency.**

(c) Any displaced person eligible for payments under subsection (a) of this section who is displaced from the person's place of business or farm operation and who is eligible under criteria established by the head of the lead agency may elect to accept the payment authorized by this subsection in lieu of the payment authorized by subsection (a) of this section. Such payment shall consist of a fixed payment in an amount to be determined according to criteria established by the head of the lead agency, except that such payment shall not be less than $1,000 nor more than $20,000. A person whose sole business at the displacement dwelling is the rental of such property to others shall not qualify for a payment under this subsection.

(d) (1) Except as otherwise provided by Federal law—

(A) if a program or project (i) which is undertaken by a displacing agency, and (ii) the purpose of which is not to relocate or reconstruct any utility facility, results in the relocation of a utility facility;

(B) if the owner of the utility facility which is being relocated under such program or project has entered into, with the State or local government on whose property, easement, or right-of-way such facility is located, a franchise or similar agreement with respect to the use of such property, easement, or right-of-way; and

(C) if the relocation of such facility results in such owner incurring an extraordinary cost in connection with such relocation; the displacing agency may, in accordance with such regulations as the head of the lead agency may issue, provide to such owner a relocation payment which may not exceed the amount of such extraordinary cost (less any increase in the value of the new utility facility above the value of the old utility facility and less any salvage value derived from the old utility facility).

(2) For purposes of this subsection, the term—

(A) "extraordinary cost in connection with a relocation" means any cost incurred by the owner of a utility facility in connection with relocation of such facility which is determined by the head of the displacing agency, under such regulations as the head of the lead agency shall issue—

(i) to be a non-routine relocation expense;

(ii) to be a cost such owner ordinarily does not include in its annual budget as an expense of operation; and

(iii) to meet such other requirements as the lead agency may prescribe in such regulations; and

(B) "utility facility" means—

(i) any electric, gas, water, steam power, or materials transmission or distribution system;

(ii) any transportation system;

(iii) any communications system (including cable television); and

(iv) any fixtures, equipment, or other property associated with the operation, maintenance, or repair of any such system; located on property which is owned by a State or local government or over which a State or local government has an easement or right-of-way. A utility facility may be publicly, privately, or cooperatively owned.

REPLACEMENT HOUSING FOR HOMEOWNER

SEC. 203. (a) (1) In addition to payments otherwise authorized by this title, the head of the **displacing** agency shall make an additional payment not in excess of **$22,500** to any displaced person who is displaced from a dwelling actually owned and occupied by such displaced person for not less than one hundred and eighty days prior to the initiation of negotiations for the acquisition of the property. Such additional payment shall include the following elements:

(A) The amount, if any, which when added to the acquisition cost of the dwelling **acquired by the displacing agency, equals the reasonable cost of a comparable replacement dwelling.**

(B) The amount, if any, which will compensate such displaced person for any increased interest costs and other debt service costs which such person is required to pay for financing the acquisition of any such comparable replacement dwelling. Such amount shall be paid only if the dwelling acquired by the displacing agency was encumbered by a bona fide mortgage which was a valid lien on such dwelling for not less than 180 days immediately prior to the initiation of negotiations for the acquisition of such dwelling.

(C) Reasonable expenses incurred by such displaced person for evidence of title, recording fees, and other closing costs incident to the purchase of the replacement dwelling, but not including prepaid expenses.

(2) The additional payment authorized by this section shall be made only to a displaced person who purchases and occupies a decent, safe, and sanitary replacement dwelling within one year after the date on which such person receives final payment from the displacing agency for the acquired dwelling or the date on which the displacing agency's obligation under section 205(c)(3) of this Act is met, whichever is later, except that the displacing agency may extend such period for good cause. If such period is extended, the payment under this section shall be based on the costs of relocating the person to a comparable replacement dwelling within one year of such date.

(b) The head of any Federal agency may, upon application by a mortgagee, insure any mortgage (including advances during construction) on a comparable replacement dwelling executed by a displaced person assisted under this section, which mortgage is eligible for insurance under any Federal law administered by such agency notwithstanding any requirements under such law relating to age, physical condition, or other personal characteristics of eligible mortgagors, and may make commitments for the insurance of such mortgage prior to the date of execution of the mortgage.

REPLACEMENT HOUSING FOR TENANTS AND CERTAIN OTHERS

SEC. 204. (a) In addition to amounts otherwise authorized by this title, the head of a displacing agency shall make a payment to or for any displaced person displaced from any dwelling not eligible to receive a payment under section 203 which dwelling was actually and lawfully occupied by such displaced person for not less than ninety days immediately prior to (1) the initiation of negotiations for acquisition of such dwelling, or (2) in any case in which displacement is not a direct result of acquisition, such other event as the head of the lead agency shall prescribe. Such payment shall consist of the amount necessary to enable such person to lease or rent for a period not to exceed 42 months, a comparable replacement dwelling, but not to exceed $5,250. At the discretion of the head of the displacing agency, a payment under this subsection may be made in periodic installments. Computation of a payment under this subsection to a low-income displaced person for a comparable replacement dwelling shall take into account such person's income.

(b) Any person eligible for a payment under subsection (a) of this section may elect to apply such payment to a down payment on, and other incidental expenses pursuant to, the purchase of a decent, safe, and sanitary replacement dwelling. Any such person may, at the discretion of the head of the displacing agency, be eligible under this subsection for the maximum payment allowed under subsection (a), except that, in the case of a displaced homeowner who has owned and occupied the displacement dwelling for at least 90 days but not more than 180 days immediately prior to the initiation of negotiations for the acquisition of such dwelling, such payment shall not exceed the payment such person would otherwise have received under section 203(a) of this Act had the person owned and occupied the displacement dwelling 180 days immediately prior to the initiation of such negotiations.

RELOCATION PLANNING, ASSISTANCE COORDINATION, AND ADVISORY SERVICES

SEC. 205. (a) Programs or projects undertaken by a Federal agency or with Federal financial assistance shall be planned in a manner that (1) recognizes, at an early stage in the planning of such programs or projects and before the commencement of any actions which will cause displacements, the problems associated with the displacement of individuals, families, businesses, and farm operations, and (2) provides for the resolution of such problems in order to minimize adverse impacts on displaced persons and to expedite program or project advancement and completion.

(b) The head of any displacing agency shall ensure that the relocation assistance advisory services described in subsection (c) of this section are made available to all persons displaced by such agency. If such agency head determines that any person occupying property immediately adjacent to the property where the displacing activity occurs is caused substantial economic injury as a result thereof, the agency head may make available to such person advisory services.

(c) Each relocation assistance advisory program required by subsection (b) of this section shall include such measures, facilities, or services as may be necessary or appropriate in order to:

(1) determine, and make timely recommendations on, the needs and preferences, if any, of displaced persons for relocation assistance;

(2) provide current and continuing information on the availability, sales prices, and rental charges of comparable replacement dwellings for displaced homeowners and tenants and suitable locations for businesses and farm operations;

(3) assure that a person shall not be required to move from a dwelling unless the person has had a reasonable opportunity to relocate to a comparable replacement dwelling, except in the case of—

(A) a major disaster as defined in section 102(2) of the Disaster Relief Act of 1974;

(B) a national emergency declared by the President; or

(C) any other emergency which requires the person to move immediately from the dwelling because continued occupancy of such dwelling by such person constitutes a substantial danger to the health or safety of such person;

(4) assist a person displaced from a business or farm operation in obtaining and becoming established in a suitable replacement location;

(5) supply (A) information concerning other Federal and State programs which may be of assistance to displaced persons, and (B) technical assistance to such persons in applying for assistance under such programs; and

(6) provide other advisory services to displaced persons in order to minimize hardships to such persons in adjusting to relocation.

(d) The head of a displacing agency shall coordinate the relocation activities performed by such agency with other Federal, State, or local governmental actions in the community which could affect the efficient and effective delivery of relocation assistance and related services.

(e) Whenever two or more Federal agencies provide financial assistance to a displacing agency other than a Federal agency, to implement functionally or geographically related activities which will result in the displacement of a person, the heads of such Federal agencies may agree that the procedures of one of such agencies shall be utilized to implement this title with respect to such activities. If such agreement cannot be reached, then the head of the lead agency shall designate one of such agencies as the agency whose procedures shall be utilized to implement this title with respect to such activities. Such related activities shall constitute a single program or project for purposes of this Act.

(f) Notwithstanding section 101(6) of this Act, in any case in which a displacing agency acquires property for a program or project, any person who occupies such property on a rental basis for a short term or a period subject to termination when the property is needed for the program or project shall be eligible for advisory services to the extent determined by the displacing agency.

HOUSING REPLACEMENT BY FEDERAL AGENCY AS LAST RESORT

SEC. 206. (a) If a program or project undertaken by a Federal agency or with Federal financial assistance cannot proceed on a timely basis because comparable replacement dwellings are not available, and the head of the displacing agency determines that such dwellings cannot otherwise be made available, the head of the displacing agency may take such action as is necessary or appropriate to provide such dwellings by use of funds authorized for such project. The head of the displacing agency may use this section to exceed the maximum amounts which may be paid under sections 203 and 204 on a case-by-case basis for good cause as determined in accordance with such regulations as the head of the lead agency shall issue.

(b) No person shall be required to move from his dwelling on account of any program or project undertaken by a Federal agency or with Federal financial assistance, unless the head of the displacing agency is satisfied that comparable replacement housing is available to such person.

STATE REQUIRED TO FURNISH REAL PROPERTY INCIDENT TO FEDERAL ASSISTANCE (LOCAL COOPERATION)

SEC. 207. Whenever real property is acquired by a State agency and furnished as a required contribution incident to a Federal program or project, the Federal agency having authority over the program or project may not accept such property unless such State agency has made all payments and provided all assistance and assurances, as are required of a State agency by sections 210 and 305 of this Act. Such State agency shall pay the cost of such requirements in the same manner and to the same extent as the real property acquired for such project, except that in the case of any real property acquisition or displacement occurring prior to July 1, 1972, such Federal agency shall pay 100 per centum of the first $25,000 of the cost of providing such payments and assistance.

STATE ACTING AS AGENT FOR FEDERAL PROGRAM

SEC. 208. Whenever real property is acquired by a State agency at the request of a Federal agency for a Federal program or project, such acquisition shall, for the purposes of this Act, be deemed an acquisition by the Federal agency having authority over such program or project.

PUBLIC WORKS PROGRAMS AND PROJECTS OF THE GOVERNMENT OF THE DISTRICT OF COLUMBIA AND OF THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

SEC. 209. Whenever real property is acquired by the government of the District of Columbia or the Washington Metropolitan Area Transit Authority for a program or project which is not subject to sections 210 and 211 of this title, and such acquisition will result in the displacement of any person on or after the effective date of this Act, the Commissioner of the District of Columbia or the Washington Metropolitan Area Transit Authority, as the case may be, shall make all relocation payments and provide all assistance required of a Federal agency by this Act. Whenever real property is acquired for such a program or project on or after such effective date, such Commissioner or Authority, as the case may be, shall make all payments and meet all requirements prescribed for a Federal agency by title III of this Act.

REQUIREMENTS FOR RELOCATION PAYMENTS AND ASSISTANCE OF FEDERALLY ASSISTED PROGRAM; ASSURANCES OF AVAILABILITY OF HOUSING

SEC. 210. Notwithstanding any other law, the head of a Federal agency shall not approve any grant to, or contract or agreement with, **a displacing agency (other than a Federal agency)**, under which Federal financial assistance will be available to pay all or part of the cost of any program or project which will result in the displacement of any person on or after the effective date of this title, unless he receives satisfactory assurances from such **displacing agency** that—

(1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under sections 202, 203, and 204 of this title;

(2) relocation assistance programs offering the services described in section 205 shall be provided to such displaced persons;

(3) within a reasonable period of time prior to displacement, **comparable** replacement dwellings will be available to displaced persons in accordance with section 205(c)(3).

FEDERAL SHARE OF COSTS

SEC. 211. (a) The cost to a displacing agency of providing payments and assistance under this title and title III of this Act shall be included as part of the cost of a program or project undertaken by a Federal agency or with Federal financial assistance. A displacing agency, other than a Federal agency, shall be eligible for Federal financial assistance with respect to such payments and assistance in the same manner and to the same extent as other program or project costs.

(b) No payment or assistance under this title or title III of this Act shall be required to be made to any person or included as a program or project cost under this section, if such person receives a payment required by Federal, State, or local law which is determined by the head of the Federal agency to have substantially the same purpose and effect as such payment under this section.

(c) Any grant to, or contract or agreement with, a State agency executed before the effective date of this title, under which Federal financial assistance is available to pay all or part of the cost of any program or project which will result in the displacement of any person on or after the effective date of this Act, shall be amended to include the cost of providing payments and services under sections 210 and 305. If the head of a Federal agency determines that it is necessary for the expeditious completion of a program or project he may advance to the State agency the Federal share of the cost of any payments or assistance by such State agency pursuant to sections 206, 210, 215, and 305. [42 U.S.C. 4631]

ADMINISTRATION—RELOCATION ASSISTANCE IN PROGRAMS RECEIVING FEDERAL FINANCIAL ASSISTANCE

SEC. 212. In order to prevent unnecessary expenses and duplications of functions, and to promote uniform and effective administration of relocation assistance programs for displaced persons under sections 206, 210, and 215 of this title, a State agency may enter into contracts with any individual, firm, association, or corporation for services in connection with such programs, or may carry out its functions under this title through any Federal or State governmental agency or instrumentality having an established organization for conducting relocation assistance programs. Such State agency shall, in carrying out the relocation assistance activities described in section 206, whenever practicable, utilize the services of State or local housing agencies, or other agencies having experience in the administration or conduct of similar housing assistance activities.

DUTIES OF LEAD AGENCY

SEC. 213. (a) The head of the lead agency shall—

(1) develop, publish, and issue, with the active participation of the Secretary of Housing and Urban Development and the heads of other Federal agencies responsible for funding relocation and acquisition actions, and in coordination with State and local governments, such regulations as may be necessary to carry out this Act;

(2) ***provide, in consultation with the Attorney General (acting through the Commissioner of the Immigration and Naturalization Service), through training and technical assistance activities for displacing agencies, information developed with the Attorney General (acting through the Commissioner) on proper implementation of section 104;***

(3) ensure that displacing agencies implement section 104 fairly and without discrimination in accordance with section 104(b)(2)(B);

(4) ensure that relocation assistance activities under this Act are coordinated with low-income housing assistance programs or projects by a Federal agency or a State or State agency with Federal financial assistance;

(5) monitor, in coordination with other Federal agencies, the implementation and enforcement of this Act and report to the Congress, as appropriate, on any major issues or problems with respect to any policy or other provision of this Act; and

(6) perform such other duties as may be necessary to carry out this Act.

(b) The head of the lead agency is authorized to issue such regulations and establish such procedures as he may determine to be necessary to assure—

(1) that the payments and assistance authorized by this Act shall be administered in a manner which is fair and reasonable and as uniform as practicable;

(2) that a displaced person who makes proper application for a payment authorized for such person by this title shall be paid promptly after a move or, in hardship cases, be paid in advance; and

(3) that any aggrieved person may have his application reviewed by the head of the Federal agency having authority over the applicable program or project or, in the case of a program or project receiving Federal financial assistance, by the State agency having authority over such program or project or the Federal agency having authority over such program or project if there is no such State agency.

(c) The regulations and procedures issued pursuant to this section shall apply to the Tennessee Valley Authority and the Rural Electrification Administration **only with respect to relocation assistance under this title and title I.**

PLANNING AND OTHER PRELIMINARY EXPENSES FOR ADDITIONAL HOUSING

SEC. 215. In order to encourage and facilitate the construction or rehabilitation of housing to meet the needs of displaced persons who are displaced from dwellings because of any Federal or Federal financially assisted project, the head of the Federal agency administering such project is authorized to make loans as a part of the cost of any such project, or to approve loans as a part of the cost of any such project receiving Federal financial assistance, to nonprofit, limited dividend, or cooperative organizations or to public bodies, for necessary and reasonable expenses, prior to construction, for planning and obtaining federally insured mortgage financing for the rehabilitation or construction of housing for such displaced persons. Notwithstanding the preceding sentence, or any other law, such loans shall be available for not to exceed 80 per centum of the reasonable costs expected to be incurred in planning, and in obtaining financing for, such housing, prior to the availability of such financing, including, but not limited to, preliminary surveys and analyses of market needs, preliminary site engineering, preliminary architectural fees, site acquisition, application and mortgage commitment fees, and construction loan fees and discounts. Loans to an organization established for profit shall bear interest at a market rate established by the head of such Federal agency. All other loans shall be without interest. Such Federal agency head shall require repayment of loans made under this section, under such terms and conditions as he may require, upon completion of the project or sooner, and except in the case of a loan to an organization established for profit, may cancel any part or all of a loan if he determines that a permanent loan to finance the rehabilitation or the construction of such housing cannot be obtained in an amount adequate for repayment of such loan. Upon repayment of any such loan, the Federal share of the sum repaid shall be credited to the account from which such loan was made, unless the Secretary of the Treasury determines that such account is no longer in existence, in which case such sum shall be returned to the Treasury and credited to miscellaneous receipts.

PAYMENTS NOT TO BE CONSIDERED AS INCOME

SEC. 216. No payment received under this title shall be considered as income for the purposes of the Internal Revenue Code of 1954; or for the purposes of determining the eligibility or the extent of eligibility of any person for assistance under the Social Security Act or any other Federal law **(except for any Federal law providing low-income housing assistance).**

TRANSFERS OF SURPLUS PROPERTY

SEC. 218. The Administrator of General Services is authorized to transfer to a State agency for the purpose of providing replacement housing required by this title, any real property surplus to the needs of the United States within the meaning of the Federal Property and Administrative Services Act of 1949, as amended. Such transfer shall be subject to such terms and conditions as the Administrator determines necessary to protect the interests of the United States and may be made without monetary consideration, except that such State agency shall pay to the United States all **net** amounts received by such agency from any sale, lease, or other disposition of such property for such housing.

REPEALS

SEC. 220. (a) The following laws and parts of laws are hereby repealed:

(1) The Act entitled "An Act to authorize the Secretary of the Interior to reimburse owners of lands required for development under his jurisdiction for their moving expenses, and for other purposes," approved May 29, 1958 (43 U.S.C. 1231-1234).

(2) Paragraph 14 of section 203(b) of the National Aeronautics and Space Act of 1958 (42 U.S.C. 2473).

(3) Section 2680 of title 10, United States Code.

(4) Section 7(b) of the Urban Mass Transportation Act of 1965 (49 U.S.C. 1606(b)).

(5) Section 114 of the Housing Act of 1949 (2 U.S.C. 1465).

(6) Paragraphs (7)(b)(iii) and (8) of section 15 of the United States Housing Act of 1937 (42 U.S.C. 1415, 1415(8)), except the first sentence of paragraph (8).

(7) Section 2 of the Act entitled "An Act to authorize the Commissioners of the District of Columbia to pay relocation costs made necessary by actions of the District of Columbia government, and for other purposes", approved October 6, 1964 (78 Stat. 1004; Public Law 88-629; D.C. Code 5-729).

(8) Section 404 of the Housing and Urban Development Act of 1965 (42 U.S.C. 3074).

(9) Sections 107 (b) and (c) of the Demonstration Cities and Metropolitan Development Act of 1966 (42 U.S.C. 3307).

(10) Chapter 5 of title 23, United States Code.

(11) Sections 32 and 33 of the Federal-Aid Highway Act of 1968 (Public Law 90-495).

(b) Any rights or liabilities now existing under prior Acts or portions thereof shall not be affected by the repeal of such prior Acts or portions thereof under subsection (a) of this section.

EFFECTIVE DATE

SEC. 221. (a) Except as provided in subsections (b) and (c) of this section, this Act and the amendments made by this Act shall take effect on the date of its enactment.

(b) Until July 1, 1972, sections 210 and 305 shall be applicable to a State only to the extent that such State is able under its laws to comply with such sections. After July 1, 1972, such sections shall be completely applicable to all States.

(c) The repeals made by paragraphs (4), (5), (6), (8), (9), (10), (11), and (12) of section 220(a) of this title and section 306 of title III shall not apply to any State so long as sections 210 and 305 are not applicable in such State.

TITLE III—UNIFORM REAL PROPERTY ACQUISITION POLICY

UNIFORM POLICY ON REAL PROPERTY ACQUISITION PRACTICES

SEC. 301. In order to encourage and expedite the acquisition of real property by agreements with owners, to avoid litigation and relieve congestion in the courts, to assure consistent treatment for owners in the many Federal programs, and to promote public confidence in Federal land acquisition practices, heads of Federal agencies shall, to the greatest extent practicable, be guided by the following policies:

(1) The head of a Federal agency shall make every reasonable effort to acquire expeditiously real property by negotiation.

(2) Real property shall be appraised before the initiation of negotiations, and the owner or his designated representative shall be given an opportunity to accompany the appraiser during his inspection of the property, **except that the head of the lead agency may prescribe a procedure to waive the appraisal in cases involving the acquisition by sale or donation of property with a low fair market value**.

(3) Before the initiation of negotiations for real property, the head of the Federal agency concerned shall establish an amount which he believes to be just compensation therefor and shall make a prompt offer to acquire the property for the full amount so established. In no event shall such amount be less than the agency's approved appraisal of the fair market value of such property. Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property. The head of the Federal agency concerned shall provide the owner of real property to be acquired with a written statement of, and summary of the basis for, the amount he established as just compensation. Where appropriate the just compensation for the real property acquired and for damages to remaining real property shall be separately stated.

(4) No owner shall be required to surrender possession of real property before the head of the Federal agency concerned pays the agreed purchase price, or deposits with the court in accordance with section 1 of the Act of February 26, 1931 (46 Stat. 1421; 40 U.S.C. 258a), for the benefit of the owner, an amount not less than the agency's approved appraisal of the fair market value of such property, or the amount of the award of compensation in the condemnation proceeding for such property.

(5) The construction or development of a public improvement shall be so scheduled that, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from a dwelling (assuming a replacement dwelling as required by title II will be available), or to move his business or farm operation, without at least ninety days' written notice from the head of the Federal agency concerned, of the date by which such move is required.

(6) If the head of a Federal agency permits an owner or tenant to occupy the real property acquired on a rental basis for a short term or for a period subject to termination by the Government on short notice, the amount of rent required shall not exceed fair rental value of the property to a short-term occupier.

(7) In no event shall the head of a Federal agency either advance the time of condemnation, or defer negotiations or condemnation and the deposit of funds in court for the use of the owner, or take any other action coercive in nature, in order to compel an agreement on the price to be paid for the property.

(8) If any interest in real property is to be acquired by exercise of the power of eminent domain, the head of the Federal agency concerned shall institute formal condemnation proceedings. No Federal agency head shall intentionally make it necessary for an owner to institute legal proceedings to prove the fact of the taking of his real property.

(9) If the acquisition of only a portion of a property would leave the owner with an uneconomic remnant, the head of the Federal agency concerned shall offer to acquire that remnant. For the purposes of this Act, an uneconomic remnant is a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property and which the head of the Federal agency concerned has determined has little or no value or utility to the owner.

(10) A person whose real property is being acquired in accordance with this title may, after the person has been fully informed of his right to receive just compensation for such property, donate such property, and part thereof, any interest therein, or any compensation paid therefor to a Federal agency, as such person shall determine.

BUILDINGS, STRUCTURES, AND IMPROVEMENTS

SEC. 302. (a) Notwithstanding any other provision of law, if the head of a Federal agency acquires any interest in real property in any State, he shall acquire at least an equal interest in all buildings, structures, or other improvements located upon the real property so acquired and which he requires to be removed from such real property or which he determines will be adversely affected by the use to which such real property will be put.

(b) (1) for the purpose of determining just compensation to be paid for any building, structure, or other improvement required to be acquired by subsection (a) of this section, such building, structure, or other improvement shall be deemed to be a part of the real property to be acquired notwithstanding the right or obligation of a tenant, as against the owner of any other interest in the real property, to remove such building, structure, or improvement at the expiration of his term, and the fair market value which such building, structure, or improvement contributes to the fair market value of the real property to be acquired, or the fair market value of such building, structure, or improvement for removal from the real property, whichever is the greater, shall be paid to the tenant therefor.

(2) Payment under this subsection shall not result in duplication of any payments otherwise authorized by law. No such payment shall be made unless the owner and the land involved disclaims all interest in the improvements of the tenant. In consideration for any such payment, the tenant shall assign, transfer, and release to the United States all his right, title, and interest in and to such improvements. Nothing in this subsection shall be construed to deprive the tenant of any rights to reject payment under this subsection and to obtain payment for such property interests in accordance with applicable law, other than this subsection.

EXPENSES INCIDENTAL TO TRANSFER OF TITLE TO UNITED STATES

SEC. 303. The head of a Federal agency, as soon as practicable after the date of payment of the purchase price or the date of deposit in court of funds to satisfy the award of compensation in a condemnation proceeding to acquire real property, whichever is the earlier, shall reimburse the owner, to the extent the head of such agency deems fair and reasonable, for expenses he necessarily incurred for—

(1) recording fees, transfer taxes, and similar expenses incidental to conveying such real property to the United States;

(2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering such real property; and

(3) the pro rata portion of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the United States, or the effective date of possession of such real property by the United States, whichever is the earlier.

LITIGATION EXPENSES

SEC. 304. (a) The Federal court having jurisdiction of a proceeding instituted by a Federal agency to acquire real property by condemnation shall award the owner of any right, or title to, or interest in, such real property such sum as will in the opinion of the court reimburse such owner for his reasonable costs, disbursements, and expenses, including reasonable attorney, appraisal, and engineering fees, actually incurred because of the condemnation proceedings, if—

(1) the final judgment is that the Federal agency cannot acquire the real property by condemnation; or

(2) the proceeding is abandoned by the United States.

(b) Any award made pursuant to subsection (a) of this section shall be paid by the head of the Federal agency for whose benefit the condemnation proceedings was instituted.

(c) The court rendering a judgment for the plaintiff in a proceeding brought under section 1346(a)(2) or 1491 of title 28, United States Code, awarding compensation for the taking of property by a Federal agency, or the Attorney General effecting a settlement of any such proceeding, shall determine and award or allow to such plaintiff, as a part of such judgment or settlement, such sum as will in the opinion of the court or the Attorney General reimburse such plaintiff for his reasonable costs, disbursements, and expenses, including reasonable attorney, appraisal, and engineering fees, actually incurred because of such proceeding.

REQUIREMENTS FOR UNIFORM LAND ACQUISITION POLICIES; PAYMENTS OF EXPENSES INCIDENTAL TO TRANSFER OF REAL PROPERTY TO STATE; PAYMENT OF LITIGATION EXPENSES IN CERTAIN CASES

SEC. 305. (a) Notwithstanding any other law, the head of a Federal agency shall not approve any program or project or any grant to, or contract or agreement with, **an acquiring agency** under which Federal financial assistance will be available to pay all or part of the cost of any program or project which will result in the acquisition of real property on and after the effective date of this title, unless he receives satisfactory assurances from such **acquiring agency** that—

(1) in acquiring real property it will be guided, to the greatest extent practicable under State law, by the land acquisition policies in section 301 and the provisions of section 302, and

(2) property owners will be paid or reimbursed for necessary expenses as specified in sections 303 and 304.

(b) For purposes of this section, the term "acquiring agency" means—

(1) a State agency (as defined in section 101(3)) which has the authority to acquire property by eminent domain under State law, and

(2) a State agency or person which does not have such authority, to the extent provided by the head of the lead agency by regulation.

REPEALS

SEC. 306. Sections 401, 402, and 403 of the Housing and Urban Development Act of 1965 (42 U.S.C. 3071-3073), section 35(a) of the Federal-Aid Highway Act of 1968 (23 U.S.C. 141) and section 301 of the Land Acquisition Policy Act of 1960 (33 U.S.C. 596) are hereby repealed. Any rights or liabilities now existing under prior Acts or portions thereof shall not be affected by the repeal of such prior Act or portions thereof under this section.

[1]Original text appears in regular typeface.
[2]**Amended text is displayed in boldface.**
[3]Amended text is in section 213(c) in regular typeface.
[4]***Amended text is in sections 104 & 2 in bold italics.***

Note: These Regulations and Statutes were printed in June 2001. You should check our website: http://www.fhwa.dot.gov/realestate/ for the most current copy of the regulations and statutes.

PART 24 – UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION FOR FEDERAL AND FEDERALLY ASSISTED PROGRAMS

FEDERAL REGULATIONS

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Following are revisions to 49 CFR Part 24 effective 6/1/93.

Pages:
- 10 - 24.2 (Definitions) (2)(x)- "Persons not displaced"
- 12 - 24.2 Small Business
- 19 - 24.101(a)(5) (Acquisition Req) New Paragraph
- 23 - 24.103(d) Add (2) Qualifications of Appraisers (FIRREA)
- 40 - 24.304 (Reestablishment Exp) (a); (a)(3); (a)(8);(a)(10); (a)(13); (b)(3)
- 60 - 24.602 (Certification Application) deleted 24.602 (a)(b)(c)(d)(e)
- 61 - 24.603(d) (Monitoring and Corrective Action)

Following are revisions to 49 CFR Part 24 effective 10/1/99.

(A) Section 24.2 - Definitions. The Government Printing Office (GPO) initiated a government-wide reformatting policy that removed all lettering references to the definitions. Definitions are arranged in alphabetical order.

(B) The following changes are a result of Public Law 105-117 - "Aliens not lawfully present in the United States."

Pages:
- 5 - New definition of "Alien not lawfully present in the United States"
- 6 - New definition of "Citizen"
- 10 - Add (xii) under "Persons not displaced"
- 12 - New definition of "State"
- 27 - Sec 24.203 - Ninety-day notice
- 33 - Sec 24.208 - New section on "Aliens not lawfully present in the United States"

PART 24 – UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION FOR FEDERAL AND FEDERALLY ASSISTED PROGRAMS

Subpart A — General

Sec.

24.1 Purpose.
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24.3 No duplication of payments.
24.4 Assurances, monitoring and corrective action.
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24.10 Appeals.

Authority: 42 U.S.C. 4601 et seq.; 49 CFR 1.48(cc).
[57 FR 33264, July 27, 1992]

Sec. 24.1 Purpose.

The purpose of this part is to promulgate rules to implement the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601 et seq.), in accordance with the following objectives:

(a) To ensure that owners of real property to be acquired for Federal and federally-assisted projects are treated fairly and consistently, to encourage and expedite acquisition by agreements with such owners, to minimize litigation and relieve congestion in the courts, and to promote public confidence in Federal and federally-assisted land acquisition programs;

(b) To ensure that persons displaced as a direct result of Federal or federally-assisted projects are treated fairly, consistently, and equitably so that such persons will not suffer disproportionate injuries as a result of projects designed for the benefit of the public as a whole; and

(c) To ensure that Agencies implement these regulations in a manner that is efficient and cost effective.

Sec. 24.2 Definitions.

Agency. The term "Agency" means the Federal agency, State, State agency, or person that acquires real property or displaces a person.

(1) Acquiring agency. The term "acquiring agency" means a State agency, as defined in paragraph (a)(4) of this section, which has the authority to acquire property by eminent domain under State law, and a State agency or person which does not have such authority. Any Agency or person solely acquiring property pursuant to the provisions of Sec. 24.101(a) (1), (2), (3), or (4) need not provide the assurances required by Sec. 24.4(a)(1) or (2).

(2) Displacing agency. The term "displacing agency" means any Federal agency carrying out a program or project, and any State, State agency, or person carrying out a program or project with Federal financial assistance, which causes a person to be a displaced person.

(3) Federal agency. The term "Federal agency" means any department, Agency, or instrumentality in the executive branch of the Government, any wholly owned Government corporation, the Architect of the Capitol, the Federal Reserve Banks and branches thereof, and any person who has the authority to acquire property by eminent domain under Federal law.

(4) State agency. The term "State agency" means any department, Agency or instrumentality of a State or of a political subdivision of a State, any department, Agency, or instrumentality of two or more States or of two or more political subdivisions of a State or States, and any person who has the authority to acquire property by eminent domain under State law.

Alien not lawfully present in the United States. The phrase "alien not lawfully present in the United States" means an alien who is not "lawfully present" in the United States as defined in 8 CFR 103.12 and includes:

(1) An alien present in the United States who has not been admitted or paroled into the United States pursuant to the Immigration and Nationality Act and whose stay in the United States has not been authorized by the United States Attorney General, and

(2) An alien who is present in the United States after the expiration of the period of stay authorized by the United States Attorney General or who otherwise violates the terms and conditions of admission, parole or authorization to stay in the United States.

Appraisal. The term "appraisal" means a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

Business. The term "business" means any lawful activity, except a farm operation, that is conducted:

(1) Primarily for the purchase, sale, lease and/or rental of personal and/or real property, and/or for the manufacture, processing, and/or marketing of products, commodities, and/or any other personal property; or

(2) Primarily for the sale of services to the public; or

(3) Primarily for outdoor advertising display purposes, when the display must be moved as a result of the project; or

(4) By a nonprofit organization that has established its nonprofit status under applicable Federal or State law.

Citizen. The term "citizen," for purposes of this part, includes both citizens of the United States and noncitizen nationals.

Comparable replacement dwelling. The term "comparable replacement dwelling" means a dwelling which is:

(1) Decent, safe and sanitary as described in paragraph (f) of this section;

(2) Functionally equivalent to the displacement dwelling. The term "functionally equivalent" means that it performs the same function, provides the same utility, and is capable of contributing to a comparable style of living. While a comparable replacement dwelling need not possess every feature of the displacement dwelling, the principal features must be present. Generally, functional equivalency is an objective standard, reflecting the range of purposes for which the various physical features of a dwelling may be used. However, in determining whether a replacement dwelling is functionally equivalent to the displacement dwelling, the Agency may consider reasonable trade-offs for specific features when the replacement unit is "equal to or better than" the displacement dwelling. (See Appendix A of this part);

(3) Adequate in size to accommodate the occupants;

(4) In an area not subject to unreasonable adverse environmental conditions;

(5) In a location generally not less desirable than the location of the displaced person's dwelling with respect to public utilities and commercial and public facilities, and reasonably accessible to the person's place of employment;

(6) On a site that is typical in size for residential development with normal site improvements, including customary landscaping. The site need not include special improvements such as outbuildings, swimming pools, or greenhouses. (See also Sec. 24.403(a)(2).);

(7) Currently available to the displaced person on the private market. However, a comparable replacement dwelling for a person receiving government housing assistance before displacement may reflect similar government housing assistance. (See Appendix A of this part.); and

(8) Within the financial means of the displaced person.

(i) A replacement dwelling purchased by a homeowner in occupancy at the displacement dwelling for at least 180 days prior to initiation of negotiations (180-day homeowner) is considered to be within the homeowner's financial means if the homeowner will receive the full price differential as described in Sec. 24.401(c), all increased mortgage interest costs as described at Sec. 24.401(d) and all incidental expenses as described at Sec. 24.401(e), plus any additional amount required to be paid under Sec. 24.404, Replacement housing of last resort.

(ii) A replacement dwelling rented by an eligible displaced person is considered to be within his or her financial means if, after receiving rental assistance under this part, the person's monthly rent and estimated average monthly utility costs for the replacement dwelling do not exceed the person's base monthly rental for the displacement dwelling as described at Sec. 24.402(b)(2).

(iii) For a displaced person who is not eligible to receive a replacement housing payment because of the person's failure to meet length-of-occupancy requirements, comparable replacement rental housing is considered to be within the person's financial means if an Agency pays that portion of the monthly housing costs of a replacement dwelling which exceeds 30 percent of such person's gross monthly household income or, if receiving a welfare assistance payment from a program that designates amounts for shelter and utilities, the total of the amounts designated for shelter and utilities. Such rental assistance must be paid under Sec. 24.404, Replacement housing of last resort.

Contribute materially. The term "contribute materially" means that during the 2 taxable years prior to the taxable year in which displacement occurs, or during such other period as the Agency determines to be more equitable, a business or farm operation:

(1) Had average annual gross receipts of at least $5000; or

(2) Had average annual net earnings of at least $1000; or

(3) Contributed at least 33 1/3 percent of the owner's or operator's average annual gross income from all sources.

(4) If the application of the above criteria creates an inequity or hardship in any given case, the Agency may approve the use of other criteria as determined appropriate.

Decent, safe, and sanitary dwelling. The term "decent, safe, and sanitary dwelling" means a dwelling which meets applicable housing and occupancy codes. However, any of the following standards which are not met by an applicable code shall apply unless waived for good cause by the Federal agency funding the project. The dwelling shall:

(1) Be structurally sound, weather tight, and in good repair.

(2) Contain a safe electrical wiring system adequate for lighting and other devices.

(3) Contain a heating system capable of sustaining a healthful temperature (of approximately 70 degrees) for a displaced person, except in those areas where local climatic conditions do not require such a system.

(4) Be adequate in size with respect to the number of rooms and area of living space needed to accommodate the displaced person. There shall be a separate, well lighted and ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system. In the case of a housekeeping dwelling, there shall be a kitchen area that contains a fully usable sink, properly connected to potable hot and cold water and to a sewage drainage system, and adequate space and utility service connections for a stove and refrigerator.

(5) Contains unobstructed egress to safe, open space at ground level. If the replacement dwelling unit is on the second story or above, with access directly from or through a common corridor, the common corridor must have at least two means of egress.

(6) For a displaced person who is handicapped, be free of any barriers which would preclude reasonable ingress, egress, or use of the dwelling by such displaced person.

Displaced person.

(1) General. The term "displaced person" means, except as provided in paragraph (2) of this definition, any person who moves from the real property or moves his or her personal property from the real property: (This includes a person who occupies the real property prior to its acquisition, but who does not meet the length of occupancy requirements of the Uniform Act as described at Secs. 24.401(a) and 24.402(a)):

(i) As a direct result of a written notice of intent to acquire, the initiation of negotiations for, or the acquisition of, such real property in whole or in part for a project.

(ii) As a direct result of rehabilitation or demolition for a project; or

(iii) As a direct result of a written notice of intent to acquire, or the acquisition, rehabilitation or demolition of, in whole or in part, other real property on which the person conducts a business or farm operation, for a project. However, eligibility for such person under this paragraph applies only for purposes of obtaining relocation assistance advisory services under Sec. 24.205(c), and moving expenses under Secs. 24.301, 24.302 or 24.303.

(2) Persons not displaced. The following is a nonexclusive listing of persons who do not qualify as displaced persons under this part:

(i) A person who moves before the initiation of negotiations (see also Sec. 24.403(d)), unless the Agency determines that the person was displaced as a direct result of the program or project; or

(ii) A person who initially enters into occupancy of the property after the date of its acquisition for the project; or

(iii) A person who has occupied the property for the purpose of obtaining assistance under the Uniform Act;

(iv) A person who is not required to relocate permanently as a direct result of a project. Such determination shall be made by the Agency in accordance with any guidelines established by the Federal agency funding the project (see Also Appendix A of this part); or

(v) An owner-occupant who moves as a result of an acquisition as described at Sec. 24.101(a) (1) and (2) , or as a result of the rehabilitation or demolition of the real property. (However, the displacement of a tenant as a direct result of any acquisition, rehabilitation or demolition for a Federal or federally-assisted project is subject to this part.); or

(vi) A person whom the Agency determines is not displaced as a direct result of a partial acquisition; or

(vii) A person who, after receiving a notice of relocation eligibility (described at Sec. 24.203(b)), is notified in writing that he or she will not be displaced for a project. Such notice shall not be issued unless the person has not moved and the Agency agrees to reimburse the person for any expenses incurred to satisfy any binding contractual relocation obligations entered into after the effective date of the notice of relocation eligibility; or

(viii) An owner-occupant who voluntarily conveys his or her property, as described at Sec. 24.101(a) (1) and (2), after being informed in writing that if a mutually satisfactory agreement on terms of the conveyance cannot be reached, the Agency will not acquire the property. In such cases, however, any resulting displacement of a tenant is subject to the regulations in this part; or

(ix) A person who retains the right of use and occupancy of the real property for life following its acquisition by the Agency; or

(x) An owner who retains the right of use and occupancy of the real property for a fixed term after its acquisition by the Department of Interior under Pub. L. 93-477 or Pub. L. 93-303, except that such owner remains a displaced person for purposes of subpart D of this part; or **[58 FR 26070, April 30, 1993, (effective date June 1, 1993)]**

(xi) A person who is determined to be in unlawful occupancy prior to the initiation of negotiations (see paragraph (y) of this section), or a person who has been evicted for cause, under applicable law, as provided for in Sec. 24.206.

(xii) A person who is not lawfully present in the United States and who has been determined to be ineligible for relocation benefits in accordance with Sec. 24.208.

Dwelling. The term "dwelling" means the place of permanent or customary and usual residence of a person, according to local custom or law, including a single family house; a single family unit in a two-family, multi-family, or multi-purpose property; a unit of a condominium or cooperative housing project; a non-housekeeping unit; a mobile home; or any other residential unit.

Farm operation. The term "farm operation" means any activity conducted solely or primarily for the production of one or more agricultural products or commodities, including timber, for sale or home use, and customarily producing such products or commodities in sufficient quantity to be capable of contributing materially to the operator's support.

Federal financial assistance. The term "Federal financial assistance" means a grant, loan, or contribution provided by the United States, except any Federal guarantee or insurance and any interest reduction payment to an individual in connection with the purchase and occupancy of a residence by that individual.

Initiation of negotiations. Unless a different action is specified in applicable Federal program regulations, the term "initiation of negotiations" means the following:

(1) Whenever the displacement results from the acquisition of the real property by a Federal agency or State agency, the "initiation of negotiations" means the delivery of the initial written offer of just compensation by the Agency to the owner or the owner's representative to purchase the real property for the project. However, if the Federal agency or State agency issues a notice of its intent to acquire the real property, and a person moves after that notice, but before delivery to the initial written purchase offer, the "initiation of negotiations" means the actual move of the person from the property.

(2) Whenever the displacement is caused by rehabilitation, demolition or privately undertaken acquisition of the real property (and there is no related acquisition by a Federal agency or a State agency), the "initiation of negotiations" means the notice to the person that he or she will be displaced by the project or, if there is no notice, the actual move of the person from the property.

(3) In the case of a permanent relocation to protect the public health and welfare, under the Comprehensive Environmental Response Compensation and Liability Act of 1980 (Pub. L. 96-510, or "Superfund") the "initiation of negotiations" means the formal announcement of such relocation or the Federal or federally-coordinated health advisory where the Federal Government later decides to conduct a permanent relocation.

Lead agency. The term "lead agency" means the Department of Transportation acting through the Federal Highway Administration.

Mortgage. The term "mortgage" means such classes of liens as are commonly given to secure advances on, or the unpaid purchase price of, real property, under the laws of the State in which the real property is located, together with the credit instruments, if any, secured thereby.

Nonprofit organization. The term "nonprofit organization" means an organization that is incorporated under the applicable laws of a State as a non-profit organization, and exempt from paying Federal income taxes under section 501 of the Internal Revenue Code (26 U.S.C. 501).

Notice of intent to acquire or notice of eligibility for relocation assistance. Written notice furnished to a person to be displaced, including those to be displaced by rehabilitation or demolition activities from property acquired prior to the commitment of Federal financial assistance to the activity, that establishes eligibility for relocation benefits prior to the initiation of negotiation and/or prior to the commitment of Federal financial assistance.

Owner of a dwelling. A person is considered to have met the requirement to own a dwelling if the person purchases or holds any of the following interests in real property;

(1) Fee title, a life estate, a land contract, a 99-year lease, or a lease including any options for extension with at least 50 years to run from the date of acquisition; or

(2) An interest in a cooperative housing project which includes the right to occupy a dwelling; or

(3) A contract to purchase any of the interests or estates described in paragraphs (p) (1) or (2) of this section, or

(4) Any other interest, including a partial interest, which in the judgment of the Agency warrants consideration as ownership.

Person. The term "person" means any individual, family, partnership, corporation, or association.

Program or project. The phrase "program or project" means any activity or series of activities undertaken by a Federal agency or with Federal financial assistance received or anticipated in any phase of an undertaking in accordance with the Federal funding agency guidelines.

Salvage value. The term "salvage value" means the probable sale price of an item, if offered for sale on the condition that it will be removed from the property at the buyer's expense, allowing a reasonable period of time to find a person buying with knowledge of the uses and purposes for which it is adaptable and capable of being used, including separate use of serviceable components and scrap when there is no reasonable prospect of sale except on that basis.

Small business. A business having not more than 500 employees working at the site being acquired or displaced by a program or project, which site is the location of economic activity. Sites occupied solely by outdoor advertising signs, displays, or devices do not qualify as a business for purposes of Sec. 24.304. **[58 FR 26070, April 30, 1993, (effective date June 1, 1993)]**

State. Any of the several States of the United States or the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, or a political subdivision of any of these jurisdictions.

Tenant. The term "tenant" means a person who has the temporary use and occupancy of real property owned by another.

Uneconomic remnant. The term "uneconomic remnant" means a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the acquiring agency has determined has little or no value or utility to the owner.

Uniform Act. The term "Uniform Act" means the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 (84 Stat. 1894; 42 U.S.C. 4601 et seq.; Pub. L. 91-646), and amendments thereto.

Unlawful occupancy. A person is considered to be in unlawful occupancy if the person has been ordered to move by a court of competent jurisdiction prior to the initiation of negotiations or is determined by the Agency to be a squatter who is occupying the real property without the permission of the owner and otherwise has no legal right to occupy the property under State law. A displacing agency may, at its discretion, consider such a squatter to be in lawful occupancy.

Utility costs. The term "utility costs" means expenses for heat, lights, water and sewer.

Utility facility. The term "utility facility" means any electric, gas, water, steampower, or materials transmission or distribution system; any transportation system; any communications system, including cable television; and any fixtures, equipment, or other property associated with the operation, maintenance, or repair of any such system. A utility facility may be publicly, privately, or cooperatively owned.

Utility relocation. The term "utility relocation" means the adjustment of a utility facility required by the program or project undertaken by the displacing agency. It includes removing and reinstalling the facility, including necessary temporary facilities; acquiring necessary right-of-way on new location; moving, rearranging or changing the type of existing facilities; and taking any necessary safety and protective measures. It shall also mean constructing a replacement facility that has the functional equivalency of the existing facility and is necessary for the continued operation of the utility service, the project economy, or sequence of project construction.

Sec. 24.3 No duplication of payments.

No person shall receive any payment under this part if that person receives a payment under Federal, State, or local law which is determined by the Agency to have the same purpose and effect as such payment under this part. (See Appendix A of this part, Sec. 24.3.)

Sec. 24.4 Assurances, monitoring and corrective action.

(a) Assurances.

(1) Before a Federal agency may approve any grant to, or contract, or agreement with, a State agency under which Federal financial assistance will be made available for a project which results in real property acquisition or displacement that is subject to the Uniform Act, the State agency must provide appropriate assurances that it will comply with the Uniform Act and this part. A displacing agency's assurances shall be in accordance with section 210 of the Uniform Act. An acquiring agency's assurances shall be in accordance with section 305 of the Uniform Act and must contain specific reference to any State law which the Agency believes provides an exception to section 301 or 302 of the Uniform Act. If, in the judgment of the Federal agency, Uniform Act compliance will be served, a State agency may provide these assurances at one time to cover all subsequent federally-assisted programs or projects. An Agency which both acquires real property and displaces persons may combine its section 210 and section 305 assurances in one document.

(2) If a Federal agency or State agency provides Federal financial assistance to a "person" causing displacement, such Federal or State agency is responsible for ensuring compliance with the requirements of this part, notwithstanding the person's contractual obligation to the grantee to comply.

(3) As an alternative to the assurance requirement described in paragraph (a)(1) of this section, a Federal agency may provide Federal financial assistance to a State agency after it has accepted a certification by such State agency in accordance with the requirements in Subpart G of this part.

(b) Monitoring and corrective action. The Federal agency will monitor compliance with this part, and the State agency shall take whatever corrective action is necessary to comply with the Uniform Act and this part. The Federal agency may also apply sanctions in accordance with applicable program regulations. (Also see Sec. 24.603, Subpart G.)

(c) Prevention of fraud, waste, and mismanagement. The Agency shall take appropriate measures to carry out this part in a manner that minimizes fraud, waste, and mismanagement.

Sec. 24.5 Manner of notices.

Each notice which the Agency is required to provide to a property owner or occupant under this part, except the notice described at Sec. 24.102(b), shall be personally served or sent by certified or registered first-class mail, return receipt requested, and documented in Agency files. Each notice shall be written in plain, understandable language. Persons who are unable to read and understand the notice must be provided with appropriate translation and counseling. Each notice shall indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help.

Sec. 24.6 Administration of jointly-funded projects.

Whenever two or more Federal agencies provide financial assistance to an Agency or Agencies, other than a Federal agency, to carry out functionally or geographically related activities which will result in the acquisition of property or the displacement of a person, the Federal agencies may by agreement designate one such agency as the cognizant Federal agency. In the unlikely event that agreement among the Agencies cannot be reached as to which agency shall be the cognizant Federal agency, then the lead agency shall designate one of such agencies to assume the cognizant role. At a minimum, the agreement shall set forth the federally assisted activities which are subject to its terms and cite any policies and procedures, in addition to this part, that are applicable to the activities under the agreement. Under the agreement, the cognizant Federal agency shall assure that the project is in compliance with the provisions of the Uniform Act and this part. All federally assisted activities under the agreement shall be deemed a project for the purposes of this part.

Sec. 24.7 Federal agency waiver of regulations.

The Federal agency funding the project may waive any requirement in this part not required by law if it determines that the waiver does not reduce any assistance or protection provided to an owner or displaced person under this part. Any request for a waiver shall be justified on a case-by-case basis.

Sec. 24.8 Compliance with other laws and regulations.

The implementation of this part must be in compliance with other applicable Federal laws and implementing regulations, including, but not limited to, the following:

(a) Section I of the Civil Rights Act of 1866 (42 U.S.C. 1982 et seq.).

(b) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.).

(c) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended.

(d) The National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

(e) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 790 et seq.).

(f) The Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

(g) The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).

(h) Executive Order 11063—Equal Opportunity and Housing, as amended by Executive Order 12259.

(i) Executive Order 11246—Equal Employment Opportunity.

(j) Executive Order 11625—Minority Business Enterprise.

(k) Executive Orders 11988, Floodplain Management, and 11990, Protection of Wetlands.

(l) Executive Order 12250—Leadership and Coordination of Non-Discrimination Laws.

(m) Executive Order 12259—Leadership and Coordination of Fair Housing in Federal Programs.

(n) Executive Order 12630—Governmental Actions and Interference with Constitutionally Protected Property Rights.

Sec. 24.9 Recordkeeping and reports.

(a) Records. The Agency shall maintain adequate records of its acquisition and displacement activities in sufficient detail to demonstrate compliance with this part. These records shall be retained for at least 3 years after each owner of a property and each person displaced from the property receives the final payment to which he or she is entitled under this part, or in accordance with the applicable regulations of the Federal funding agency, whichever is later.

(b) Confidentiality of records. Records maintained by an Agency in accordance with this part are confidential regarding their use as public information, unless applicable law provides otherwise.

(c) Reports. The Agency shall submit a report of its real property acquisition and displacement activities under this part if required by the Federal agency funding the project. A report will not be required more frequently than every 3 years, or as the Uniform Act provides, unless the Federal funding agency shows good cause. The report shall be prepared and submitted in the format contained in Appendix B of this part.

Sec. 24.10 Appeals.

(a) General. The Agency shall promptly review appeals in accordance with the requirements of applicable law and this part.

(b) Actions which may be appealed. Any aggrieved person may file a written appeal with the Agency in any case in which the person believes that the Agency has failed to properly consider the person's application for assistance under this part. Such assistance may include, but is not limited to, the person's eligibility for, or the amount of, a payment required under Sec. 24.106 or Sec. 24.107, or a relocation payment required under this part. The Agency shall consider a written appeal regardless of form.

(c) Time limit for initiating appeal. The Agency may set a reasonable time limit for a person to file an appeal. The time limit shall not be less than 60 days after the person receives written notification of the Agency's determination on the person's claim.

(d) Right to representation. A person has a right to be represented by legal counsel or other representative in connection with his or her appeal, but solely at the person's own expense.

(e) Review of files by person making appeal. The Agency shall permit a person to inspect and copy all materials pertinent to his or her appeal, except materials which are classified as confidential by the Agency. The Agency may, however, impose reasonable conditions on the person's right to inspect, consistent with applicable laws.

(f) Scope of review of appeal. In deciding an appeal, the Agency shall consider all pertinent justification and other material submitted by the person, and all other available information that is needed to ensure a fair and full review of the appeal.

(g) Determination and notification after appeal. Promptly after receipt of all information submitted by a person in support of an appeal, the Agency shall make a written determination on the appeal, including an explanation of the basis on which the decision was made, and furnish the person a copy. If the full relief requested is not granted, the Agency shall advise the person of his or her right to seek judicial review.

(h) Agency official to review appeal. The Agency official conducting the review of the appeal shall be either the head of the Agency or his or her authorized designee. However, the official shall not have been directly involved in the action appealed.

Subpart B — Real Property Acquisition

Sec.

24.101 Applicability of acquisition requirements.
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Sec. 24.101 Applicability of acquisition requirements.

(a) General. The requirements of this subpart apply to any acquisition of real property for a Federal program or project, and to programs and projects where there is Federal financial assistance in any part of project costs except for:

(1) Voluntary transactions that meet all of the following conditions:

(i) No specific site or property needs to be acquired, although the Agency may limit its search for alternative sites to a general geographic area. Where an Agency wishes to purchase more than one site within a geographic area on this basis, all owners are to be treated similarly.

(ii) The property to be acquired is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.

(iii) The Agency will not acquire the property in the event negotiations fail to result in an amicable agreement, and the owner is so informed in writing.

(iv) The Agency will inform the owner of what it believes to be the fair market value of the property.

(2) Acquisitions for programs or projects undertaken by an Agency or person that receives Federal financial assistance but does not have authority to acquire property by eminent domain, provided that such Agency or person shall:

(i) Prior to making an offer for the property, clearly advise the owner that it is unable to acquire the property in the event negotiations fail to result in an amicable agreement; and

(ii) Inform the owner of what it believes to be fair market value of the property.

(3) The acquisition of real property from a Federal agency, State, or State agency, if the Agency desiring to make the purchase does not have authority to acquire the property through condemnation.

(4) The acquisition of real property by a cooperative from a person who, as a condition of membership in the cooperative, has agreed to provide without charge any real property that is needed by the cooperative.

(5) Acquisition for a program or project which is undertaken by, or receives Federal financial assistance from, the Tennessee Valley Authority or the Rural Electrification Administration.

(b) Less-than-full-fee interest in real property. In addition to fee simple title, the provisions of this subpart apply when acquiring fee title subject to retention of a life estate or a life use; to acquisition by leasing where the lease term, including option(s) for extension, is 50 years or more; and to the acquisition of permanent easements. (See Appendix A of this part, Sec. 24.101(b).)

(c) Federally-assisted projects. For projects receiving Federal financial assistance, the provisions of Secs. 24.102, 24.103, 24.104, and 24.105 apply to the greatest extent practicable under State law. (See Sec. 24.4(a).)

Sec. 24.102 Basic acquisition policies.

(a) Expeditious acquisition. The Agency shall make every reasonable effort to acquire the real property expeditiously by negotiation.

(b) Notice to owner. As soon as feasible, the owner shall be notified of the Agency's interest in acquiring the real property and the basic protections, including the agency's obligation to secure an appraisal, provided to the owner by law and this part. (See also Sec. 24.203.)

(c) Appraisal, waiver thereof, and invitation to owner. (1) Before the initiation of negotiations the real property to be acquired shall be appraised, except as provided in Sec. 24.102 (c)(2), and the owner, or the owner's designated representative, shall be given an opportunity to accompany the appraiser during the appraiser's inspection of the property. (2) An appraisal is not required if the owner is donating the property and releases the Agency from this obligation, or the Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the fair market value is estimated at $2,500 or less, based on a review of available data.

(d) Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the fair market value of the property, taking into account the value of allowable damages or benefits to any remaining property. (See also Sec. 24.104.) Promptly thereafter, the Agency shall make a written offer to the owner to acquire the property for the full amount believed to be just compensation.

(e) Summary statement. Along with the initial written purchase offer, the owner shall be given a written statement of the basis for the offer of just compensation, which shall include:

(1) A statement of the amount offered as just compensation. In the case of a partial acquisition, the compensation for the real property to be acquired and the compensation for damages, if any, to the remaining real property shall be separately stated.

(2) A description and location identification of the real property and the interest in the real property to be acquired.

(3) An identification of the buildings, structures, and other improvements (including removable building equipment and trade fixtures) which are considered to be part of the real property for which the offer of just compensation is made. Where appropriate, the statement shall identify any separately held ownership interest in the property, e.g., a tenant-owned improvement, and indicate that such interest is not covered by the offer.

(f) Basic negotiation procedures. The Agency shall make reasonable efforts to contact the owner or the owner's representative and discuss its offer to purchase the property, including the basis for the offer of just compensation; and, explain its acquisition policies and procedures, including its payment of incidental expenses in accordance with Sec. 24.106. The owner shall be given reasonable opportunity to consider the offer and present material which the owner believes is relevant to determining the value of the property and to suggest modification in the proposed terms and conditions of the purchase. The Agency shall consider the owner's presentation.

(g) Updating offer of just compensation. If the information presented by the owner, or a material change in the character or condition of the property, indicates the need for new appraisal information, or if a significant delay has occurred since the time of the appraisal(s) of the property, the Agency shall have the appraisal(s) updated or obtain a new appraisal(s). If the latest appraisal information indicates that a change in the purchase offer is warranted, the Agency shall promptly reestablish just compensation and offer that amount to the owner in writing.

(h) Coercive action. The Agency shall not advance the time of condemnation, or defer negotiations or condemnation or the deposit of funds with the court, or take any other coercive action in order to induce an agreement on the price to be paid for the property.

(i) Administrative settlement. The purchase price for the property may exceed the amount offered as just compensation when reasonable efforts to negotiate an agreement at that amount have failed and an authorized Agency official approves such administrative settlement as being reasonable, prudent, and in the public interest. When Federal funds pay for or participate in acquisition costs, a written justification shall be prepared which indicates that available information (e.g., appraisals, recent court awards, estimated trial costs, or valuation problems) supports such a settlement.

(j) Payment before taking possession. Before requiring the owner to surrender possession of the real property, the Agency shall pay the agreed purchase price to the owner, or in the case of a condemnation, deposit with the court, for the benefit of the owner, an amount not less than the Agency's approved appraisal of the fair market value of such property, or the court award of compensation in the condemnation proceeding for the property. In exceptional circumstances, with the prior approval of the owner, the Agency may obtain a right-of-entry for construction purposes before making payment available to an owner.

(k) Uneconomic remnant. If the acquisition of only a portion of a property would leave the owner with an uneconomic remnant, the Agency shall offer to acquire the uneconomic remnant along with the portion of the property needed for the project. (See Sec. 24.2.)

(l) Inverse condemnation. If the Agency intends to acquire any interest in real property by exercise of the power of eminent domain, it shall institute formal condemnation proceedings and not intentionally make it necessary for the owner to institute legal proceedings to prove the fact of the taking of the real property.

(m) Fair rental. If the Agency permits a former owner or tenant to occupy the real property after acquisition for a short term or a period subject to termination by the Agency on short notice, the rent shall not exceed the fair market rent for such occupancy.

Sec. 24.103 Criteria for appraisals.

(a) Standards of appraisal. The format and level of documentation for an appraisal depend on the complexity of the appraisal problem. The Agency shall develop minimum standards for appraisals consistent with established and commonly accepted appraisal practice for those acquisitions which, by virtue of their low value or simplicity, do not require the in-depth analysis and presentation necessary in a detailed appraisal. A detailed appraisal shall be prepared for all other acquisitions. A detailed appraisal shall reflect nationally recognized appraisal standards, including, to the extent appropriate, the Uniform Appraisal Standards for Federal Land Acquisition. An appraisal must contain sufficient documentation, including valuation data and the appraiser's analysis of that data, to support his or her opinion of value. At a minimum, a detailed appraisal shall contain the following items:

(1) The purpose and/or the function of the appraisal, a definition of the estate being appraised, and a statement of the assumptions and limiting conditions affecting the appraisal.

(2) An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property.

(3) All relevant and reliable approaches to value consistent with commonly accepted professional appraisal practices. When sufficient market sales data are available to reliably support the fair market value for the specific appraisal problem encountered, the Agency, at its discretion, may require only the market approach. If more than one approach is utilized, there shall be an analysis and reconciliation of approaches to value that are sufficient to support the appraiser's opinion of value.

(4) A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.

(5) A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.

(6) The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

(b) Influence of the project on just compensation. To the extent permitted by applicable law, the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner.

(c) Owner retention of improvements. If the owner of a real property improvement is permitted to retain it for removal from the project site, the amount to be offered for the interest in the real property to be acquired shall be not less than the difference between the amount determined to be just compensation for the owner's entire interest in the real property and the salvage value (defined at Sec. 24.2) of the retained improvement.

(d) Qualifications of appraisers.

(1) The Agency shall establish criteria for determining the minimum qualifications of appraisers. Appraiser qualifications shall be consistent with the level of difficulty of the appraisal assignment. The Agency shall review the experience, education, training, and other qualifications of appraisers, including review appraisers, and utilize only those determined to be qualified.

(2) If the appraisal assignment requires the preparation of a detailed appraisal pursuant to Sec. 24.103(a), and the Agency uses a contract (fee) appraiser to perform the appraisal, such appraiser shall be certified in accordance with title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) (12 U.S.C. 3331 et seq.).

(e) Conflict of interest. No appraiser or review appraiser shall have any interest, direct or indirect, in the real property being appraised for the Agency that would in any way conflict with the preparation or review of the appraisal. Compensation for making an appraisal shall not be based on the amount of the valuation. No appraiser shall act as a negotiator for real property which that person has appraised, except that the Agency may permit the same person to both appraise and negotiate an acquisition where the value of the acquisition is $2,500, or less.

Sec. 24.104 Review of appraisals.

The Agency shall have an appraisal review process and, at a minimum:

(a) A qualified reviewing appraiser shall examine all appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary corrections or revisions.

(b) If the reviewing appraiser is unable to approve or recommend approval of an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined that it is not practical to obtain an additional appraisal, the reviewing appraiser may develop appraisal documentation in accordance with Sec. 24.103 to support an approved or recommended value.

(c) The review appraiser's certification of the recommended or approved value of the property shall be set forth in a signed statement which identifies the appraisal reports reviewed and explains the basis for such recommendation or approval. Any damages or benefits to any remaining property shall also be identified in the statement.

Sec. 24.105 Acquisition of tenant-owned improvements.

(a) Acquisition of improvements. When acquiring any interest in real property, the Agency shall offer to acquire at least an equal interest in all buildings, structures, or other improvements located upon the real property to be acquired, which it requires to be removed or which it determines will be adversely affected by the use to which such real property will be put. This shall include any improvement of a tenant-owner who has the right or obligation to remove the improvement at the expiration of the lease term.

(b) Improvements considered to be real property. Any building, structure, or other improvement, which would be considered to be real property if owned by the owner of the real property on which it is located, shall be considered to be real property for purposes of this Subpart.

(c) Appraisal and establishment of just compensation for tenant-owned improvements. Just compensation for a tenant-owned improvement is the amount which the improvement contributes to the fair market value of the whole property or its salvage value, **whichever is greater. (Salvage value is defined at Sec. 24.2.)**

(d) Special conditions. No payment shall be made to a tenant-owner for any real property improvement unless:

(1) The tenant-owner, in consideration for the payment, assigns, transfers, and releases to the Agency all of the tenant-owner's right, title, and interest in the improvement; and

(2) The owner of the real property on which the improvement is located disclaims all interest in the improvement; and

(3) The payment does not result in the duplication of any compensation otherwise authorized by law.

(e) Alternative compensation. Nothing in this Subpart shall be construed to deprive the tenant-owner of any right to reject payment under this Subpart and to obtain payment for such property interests in accordance with other applicable law.

Sec. 24.106 Expenses incidental to transfer of title to the Agency.

(a) The owner of the real property shall be reimbursed for all reasonable expenses the owner necessarily incurred for:

(1) Recording fees, transfer taxes, documentary stamps, evidence of title, boundary surveys, legal descriptions of the real property, and similar expenses incidental to conveying the real property to the Agency. However, the Agency is not required to pay costs solely required to perfect the owner's title to the real property; and

(2) Penalty costs and other charges for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property; and

(3) The pro rata portion of any prepaid real property taxes which are allocable to the period after the Agency obtains title to the property or effective possession of it, whichever is earlier.

(b) Whenever feasible, the Agency shall pay these costs directly so that the owner will not have to pay such costs and then seek reimbursement from the Agency.

Sec. 24.107 Certain litigation expenses.

The owner of the real property shall be reimbursed for any reasonable expenses, including reasonable attorney, appraisal, and engineering fees, which the owner actually incurred because of a condemnation proceeding, if:

(a) The final judgment of the court is that the Agency cannot acquire the real property by condemnation; or

(b) The condemnation proceeding is abandoned by the Agency other than under an agreed-upon settlement; or

(c) The court having jurisdiction renders a judgment in favor of the owner in an inverse condemnation proceeding or the Agency effects a settlement of such proceeding.

Sec. 24.108 Donations.

An owner whose real property is being acquired may, after being fully informed by the Agency of the right to receive just compensation for such property, donate such property or any part thereof, any interest therein, or any compensation paid therefor, to the Agency as such owner shall determine. The Agency is responsible for assuring that an appraisal of the real property is obtained unless the owner releases the Agency from such obligation, except as provided in Sec. 24.102(c)(2).

Subpart C — General Relocation Requirements

Sec.

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Sec. 24.201 Purpose.

This Subpart prescribes general requirements governing the provision of relocation payments and other relocation assistance in this part.

Sec. 24.202 Applicability.

These requirements apply to the relocation of any displaced person as defined at Sec. 24.2.

Sec. 24.203 Relocation notices.

(a) General information notice. As soon as feasible, a person scheduled to be displaced shall be furnished with a general written description of the displacing agency's relocation program which does at least the following:

(1) Informs the person that he or she may be displaced for the project and generally describes the relocation payment(s) for which the person may be eligible, the basic conditions of eligibility, and the procedures for obtaining the payment(s).

(2) Informs the person that he or she will be given reasonable relocation advisory services, including referrals to replacement properties, help in filing payment claims, and other necessary assistance to help the person successfully relocate.

(3) Informs the person that he or she will not be required to move without at least 90 days' advance written notice (see paragraph (c) of this section), and informs any person to be displaced from a dwelling that he or she cannot be required to move permanently unless at least one comparable replacement dwelling has been made available.

(4) Describes the person's right to appeal the Agency's determination as to a person's application for assistance for which a person may be eligible under this part.

(b) Notice of relocation eligibility. Eligibility for relocation assistance shall begin on the date of initiation of negotiations (defined in Sec. 24.2 for the occupied property.) When this occurs, the Agency shall promptly notify all occupants in writing of their eligibility for applicable relocation assistance.

(c) Ninety-day notice.

(1) General. No lawful occupant shall be required to move unless he or she has received at least 90 days advance written notice of the earliest date by which he or she may be required to move.

(2) Timing of notice. The displacing agency may issue the notice 90 days before it expects the person to be displaced or earlier.

(3) Content of notice. The 90-day notice shall either state a specific date as the earliest date by which the occupant may be required to move, or state that the occupant will receive a further notice indicating, at least 30 days in advance, the specific date by which he or she must move. If the 90-day notice is issued before a comparable replacement dwelling is made available, the notice must state clearly that the occupant will not have to move earlier than 90 days after such a dwelling is made available. (See Sec. 24.204(a).)

(4) Informs the person that any person who is an alien not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child, as defined in Sec. 24.208(i).

(5) Urgent need. In unusual circumstances, an occupant may be required to vacate the property on less than 90 days advance written notice if the displacing agency determines that a 90-day notice is impracticable, such as when the person's continued occupancy of the property would constitute a substantial danger to health or safety. A copy of the Agency's determination shall be included in the applicable case file.

Sec. 24.204 Availability of comparable replacement dwelling before displacement.

(a) General. No person to be displaced shall be required to move from his or her dwelling unless at least one comparable replacement dwelling (defined at Sec. 24.2) has been made available to the person. Where possible, three or more comparable replacement dwellings shall be made available. A comparable replacement dwelling will be considered to have been made available to a person, if:

(1) The person is informed of its location; and

(2) The person has sufficient time to negotiate and enter into a purchase agreement or lease for the property; and

(3) Subject to reasonable safeguards, the person is assured of receiving the relocation assistance and acquisition payment to which the person is entitled in sufficient time to complete the purchase or lease of the property.

(b) Circumstances permitting waiver. The Federal agency funding the project may grant a waiver of the policy in paragraph (a) of this section in any case where it is demonstrated that a person must move because of:

(1) A major disaster as defined in section 102(c) of the Disaster Relief Act of 1974 (42 U.S.C. 5121); or

(2) A presidentially declared national emergency; or

(3) Another emergency which requires immediate vacation of the real property, such as when continued occupancy of the displacement dwelling constitutes a substantial danger to the health or safety of the occupants or the public.

(c) Basic conditions of emergency move. Whenever a person is required to relocate for a temporary period because of an emergency as described in paragraph (b) of this section, the Agency shall:

(1) Take whatever steps are necessary to assure that the person is temporarily relocated to a decent, safe, and sanitary dwelling; and

(2) Pay the actual reasonable out-of-pocket moving expenses and any reasonable increase in rent and utility costs incurred in connection with the temporary relocation; and

(3) Make available to the displaced person as soon as feasible, at least one comparable replacement dwelling. (For purposes of filing a claim and meeting the eligibility requirements for a relocation payment, the date of displacement is the date the person moves from the temporarily-occupied dwelling.)

Sec. 24.205 Relocation planning, advisory services, and coordination.

(a) Relocation planning. During the early stages of development, Federal and Federal-aid programs or projects shall be planned in such a manner that the problems associated with the displacement of individuals, families, businesses, farms, and nonprofit organizations are recognized and solutions are developed to minimize the adverse impacts of displacement. Such planning, where appropriate, shall precede any action by an Agency which will cause displacement, and should be scoped to the complexity and nature of the anticipated displacing activity including an evaluation of program resources available to carry out timely and orderly relocations. Planning may involve a relocation survey or study which may include the following:

(1) An estimate of the number of households to be displaced including information such as owner/tenant status, estimated value and rental rates of properties to be acquired, family characteristics, and special consideration of the impacts on minorities, the elderly, large families, and the handicapped when applicable.

(2) An estimate of the number of comparable replacement dwellings in the area (including price ranges and rental rates) that are expected to be available to fulfill the needs of those households displaced. When an adequate supply of comparable housing is not expected to be available, consideration of housing of last resort actions should be instituted.

(3) An estimate of the number, type and size of the businesses, farms, and nonprofit organizations to be displaced and the approximate number of employees that may be affected.

(4) Consideration of any special relocation advisory services that may be necessary from the displacing agency and other cooperating agencies.

(b) Loans for planning and preliminary expenses. In the event that an Agency elects to consider using the duplicative provision in section 215 of the Uniform Act which permits the use of project funds for loans to cover planning and other preliminary expenses for the development of additional housing, the lead agency will establish criteria and procedures for such use upon the request of the Federal agency funding the program or project.

(c) Relocation assistance advisory services.

(1) General. The Agency shall carry out a relocation assistance advisory program which satisfies the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), and Executive Order 11063 (27 FR 11527, November 24, 1962), and offers the services described in paragraph (c)(2) of this section. If the Agency determines that a person occupying property adjacent to the real property acquired for the project is caused substantial economic injury because of such acquisition, it may offer advisory services to such person.

(2) Services to be provided. The advisory program shall include such measures, facilities, and services as may be necessary or appropriate in order to:

(i) Determine the relocation needs and preferences of each person to be displaced and explain the relocation payments and other assistance for which the person may be eligible, the related eligibility requirements, and the procedures for obtaining such assistance. This shall include a personal interview with each person.

(ii) Provide current and continuing information on the availability, purchase prices, and rental costs of comparable replacement dwellings, and explain that the person cannot be required to move unless at least one comparable replacement dwelling is made available as set forth in Sec. 24.204(a).

(A) As soon as feasible, the Agency shall inform the person in writing of the specific comparable replacement dwelling and the price or rent used for establishing the upper limit of the replacement housing payment (see Secs. 24.403 (a) and (b)) and the basis for the determination, so that the person is aware of the maximum replacement housing payment for which he or she may qualify.

(B) Where feasible, housing shall be inspected prior to being made available to assure that it meets applicable standards. (See Sec. 24.2.) If such an inspection is not made, the person to be displaced shall be notified that a replacement housing payment may not be made unless the replacement dwelling is subsequently inspected and determined to be decent, safe, and sanitary.

(C) Whenever possible, minority persons shall be given reasonable opportunities to relocate to decent, safe, and sanitary replacement dwellings, not located in an area of minority concentration, that are within their financial means. This policy, however, does not require an Agency to provide a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling.

(D) All persons, especially the elderly and handicapped, shall be offered transportation to inspect housing to which they are referred.

(iii) Provide current and continuing information on the availability, purchase prices, and rental costs of suitable commercial and farm properties and locations. Assist any person displaced from a business or farm operation to obtain and become established in a suitable replacement location.

(iv) Minimize hardships to persons in adjusting to relocation by providing counseling, advice as to other sources of assistance that may be available, and such other help as may be appropriate.

(v) Supply persons to be displaced with appropriate information concerning Federal and State housing programs, disaster loan and other programs administered by the Small Business Administration, and other Federal and State programs offering assistance to displaced persons, and technical help to persons applying for such assistance.

(vi) Any person who occupies property acquired by an Agency, when such occupancy began subsequent to the acquisition of the property, and the occupancy is permitted by a short term rental agreement or an agreement subject to termination when the property is needed for a program or project, shall be eligible for advisory services, as determined by the Agency.

(d) Coordination of relocation activities. Relocation activities shall be coordinated with project work and other displacement-causing activities to ensure that, to the extent feasible, persons displaced receive consistent treatment and the duplication of functions is minimized. (Also see Sec. 24.6, Subpart A.)

Sec. 24.206 Eviction for cause.

Eviction for cause must conform to applicable state and local law. Any person who occupies the real property and is not in unlawful occupancy on the date of the initiation of negotiations, is presumed to be entitled to relocation payments and other assistance set forth in this part unless the Agency determines that:

(a) The person received an eviction notice prior to the initiation of negotiations and, as a result of that notice is later evicted; or

(b) The person is evicted after the initation of negotiations for serious or repeated violation of material terms of the lease or occupancy agreement; and

(c) In either case the eviction was not undertaken for the purpose of evading the obligation to make available the payments and other assistance set forth in this part. For purposes of determining eligibility for relocation payments, the date of displacement is the date the person moves, or if later, the date a comparable replacement dwelling is made available. This section applies only to persons who would otherwise have been displaced by the project.

Sec. 24.207 General requirements — claims for relocation payments.

(a) Documentation. Any claim for a relocation payment shall be supported by such documentation as may be reasonably required to support expenses incurred, such as bills, certified prices, appraisals, or other evidence of such expenses. A displaced person must be provided reasonable assistance necessary to complete and file any required claim for payment.

(b) Expeditious payments. The Agency shall review claims in an expeditious manner. The claimant shall be promptly notified as to any additional documentation that is required to support the claim. Payment for a claim shall be made as soon as feasible following receipt of sufficient documentation to support the claim.

(c) Advance payments. If a person demonstrates the need for an advance relocation payment in order to avoid or reduce a hardship, the Agency shall issue the payment, subject to such safeguards as are appropriate to ensure that the objective of the payment is accomplished.

(d) Time for filing.

(1) All claims for a relocation payment shall be filed with the Agency within 18 months after:

(i) For tenants, the date of displacement;

(ii) For owners, the date of displacement or the date of the final payment for the acquisition of the real property, whichever is later.

(2) This time period shall be waived by the Agency for good cause.

(e) Multiple occupants of one displacement dwelling. If two or more occupants of the displacement dwelling move to separate replacement dwellings, each occupant is entitled to a reasonable prorated share, as determined by the Agency, of any relocation payments that would have been made if the occupants moved together to a comparable replacement dwelling. However, if the Agency determines that two or more occupants maintained separate households within the same dwelling, such occupants have separate entitlements to relocation payments.

(f) Deductions from relocation payments. An Agency shall deduct the amount of any advance relocation payment from the relocation payment(s) to which a displaced person is otherwise entitled. Similarly, a Federal agency shall, and a State agency may, deduct from relocation payments any rent that the displaced person owes the Agency; provided that no deduction shall be made if it would prevent the displaced person from obtaining a comparable replacement dwelling as required by Sec. 24.204. The Agency shall not withhold any part of a relocation payment to a displaced person to satisfy an obligation to any other creditor.

(g) Notice of denial of claim. If the Agency disapproves all or part of a payment claimed or refuses to consider the claim on its merits because of untimely filing or other grounds, it shall promptly notify the claimant in writing of its determination, the basis for its determination, and the procedures for appealing that determination.

Sec. 24.208 Aliens not lawfully present in the United States.

(a) Each person seeking relocation payments or relocation advisory assistance shall, as a condition of eligibility, certify:

(1) In the case of an individual, that he or she is either a citizen or national of the United States, or an alien who is lawfully present in the United States.

(2) In the case of a family, that each family member is either a citizen or national of the United States, or an alien who is lawfully present in the United States. The certification may be made by the head of the household on behalf of other family members.

(3) In the case of an unincorporated business, farm, or nonprofit organization, that each owner is either a citizen or national of the United States, or an alien who is lawfully present in the United States. The certification may be made by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest.

(4) In the case of an incorporated business, farm, or nonprofit organization, that the corporation is authorized to conduct business within the United States.

(b) The certification provided pursuant to paragraphs (a)(1), (a)(2), and (a)(3) of this section shall indicate whether such person is either a citizen or national of the United States, or an alien who is lawfully present in the United States. Requirements concerning the certification in addition to those contained in this rule shall be within the discretion of the Federal funding agency and, within those parameters, that of the displacing agency.

(c) In computing relocation payments under the Uniform Act, if any member(s) of a household or owner(s) of an unincorporated business, farm, or nonprofit organization is (are) determined to be ineligible because of a failure to be legally present in the United States, no relocation payments may be made to him or her. Any payment(s) for which such household, unincorporated business, farm, or nonprofit organization would otherwise be eligible shall be computed for the household, based on the number of eligible household members and for the unincorporated business, farm, or nonprofit organization, based on the ratio of ownership between eligible and ineligible owners.

(d) The displacing agency shall consider the certification provided pursuant to paragraph (a) of this section to be valid, unless the displacing agency determines in accordance with paragraph (f) of this section that it is invalid based on a review of an alien's documentation or other information that the agency considers reliable and appropriate.

(e) Any review by the displacing agency of the certifications provided pursuant to paragraph (a) of this section shall be conducted in a nondiscriminatory fashion. Each displacing agency will apply the same standard of review to all such certifications it receives, except that such standard may be revised periodically.

(f) If, based on a review of an alien's documentation or other credible evidence, a displacing agency has reason to believe that a person's certification is invalid (for example a document reviewed does not on its face reasonably appear to be genuine), and that, as a result, such person may be an alien not lawfully present in the United States, it shall obtain the following information before making a final determination.

(1) If the agency has reason to believe that the certification of a person who has certified that he or she is an alien lawfully present in the United States is invalid, the displacing agency shall obtain verification of the alien's status from the local Immigration and Naturalization Service (INS) Office. A list of local INS offices was published in the Federal Register in November 17, 1997 at 62 FR 61350. Any request for INS verification shall include the alien's full name, date of birth and alien number, and a copy of the alien's documentation. [If an agency is unable to contact the INS, it may contact the FHWA in Washington, DC at 202-366-2035 (Marshall Schy, Office of Real Estate Services) or 202-366-1371 (Reid Alsop, Office of Chief Counsel), for a referral to the INS.]

(2) If the agency has reason to believe that the certification of a person who has certified that he or she is a citizen or national is invalid, the displacing agency shall request evidence of United States citizenship or nationality from such person and, if considered necessary, verify the accuracy of such evidence with the issuer.

(g) No relocation payments or relocation advisory assistance shall be provided to a person who has not provided the certification described in this section or who has been determined to be not lawfully present in the United States, unless such person can demonstrate to the displacing agency's satisfaction that the denial of relocation benefits will result in an exceptional and extremely unusual hardship to such person's spouse, parent, or child who is a citizen of the United States, or is an alien lawfully admitted for permanent residence in the United States.

(h) For purposes of paragraph (g) of this section, "exceptional and extremely unusual hardship" to such spouse, parent, or child of the person not lawfully present in the United States means that the denial of relocation payments and advisory assistance to such person will directly result in:

(1) A significant and demonstrable adverse impact on the health or safety of such spouse, parent, or child;

(2) A significant and demonstrable adverse impact on the continued existence of the family unit of which such spouse, parent, or child is a member; or

(3) Any other impact that the displacing agency determines will have a significant and demonstrable adverse impact on such spouse, parent, or child.

(i) The certification referred to in paragraph (a) of this section may be included as part of the claim for relocation payments described in Sec. 24.207 of this part.

Sec. 24.209 Relocation payments not considered as income.

No relocation payment received by a displaced person under this part shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986 or for the purpose of determining the eligibility or the extent of eligibility of any person for assistance under the Social Security Act or any other Federal law, except for any Federal law providing low-income housing assistance.

Subpart D — Payments for Moving and Related Expenses

Sec.

24.301 Payment for actual reasonable moving and related expenses — residential moves.
24.302 Fixed payment for moving expenses — residential moves.
24.303 Payment for actual reasonable moving and related expenses — nonresidential moves.
24.304 Reestablishment expenses — nonresidential moves.
24.305 Ineligible moving and related expenses.
24.306 Fixed payment for moving expenses — nonresidential moves.
24.307 Discretionary utility relocation payments.

Sec. 24.301 Payment for actual reasonable moving and related expenses — residential moves.

Any displaced owner-occupant or tenant of a dwelling who qualifies as a displaced person (defined at Sec. 24.2) is entitled to payment of his or her actual moving and related expenses, as the Agency determines to be reasonable and necessary, including expenses for:

(a) Transportation of the displaced person and personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that relocation beyond 50 miles is justified.

(b) Packing, crating, unpacking, and uncrating of the personal property.

(c) Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances, and other personal property.

(d) Storage of the personal property for a period not to exceed 12 months, unless the Agency determines that a longer period is necessary.

(e) Insurance for the replacement value of the property in connection with the move and necessary storage.

(f) The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.

(g) Other moving-related expenses that are not listed as ineligible under Sec. 24.305, as the Agency determines to be reasonable and necessary.

Sec. 24.302 Fixed payment for moving expenses — residential moves.

Any person displaced from a dwelling or a seasonal residence is entitled to receive an expense and dislocation allowance as an alternative to a payment for actual moving and related expenses under Sec. 24.301. This allowance shall be determined according to the applicable schedule approved by the Federal Highway Administration. This includes a provision that the expense and dislocation allowance to a person with minimal personal possessions who is in occupancy of a dormitory style room shared by two or more other unrelated persons or a person whose residential move is performed by an agency at no cost to the person shall be limited to $50.

Sec. 24.303 Payment for actual reasonable moving and related expenses — nonresidential moves.

(a) Eligible costs. Any business or farm operation which qualifies as a displaced person (defined at Sec. 24.2) is entitled to payment for such actual moving and related expenses, as the Agency determines to be reasonable and necessary, including expenses for:

(1) Transportation of personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that relocation beyond 50 miles is justified.

(2) Packing, crating, unpacking, and uncrating of the personal property.

(3) Disconnecting, dismantling, removing, reassembling, and reinstalling relocated machinery, equipment, and other personal property, including substitute personal property described at Sec. 24.303(a)(12). This includes connection to utilities available nearby. It also includes modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property. (Expenses for providing utilities from the right-of-way to the building or improvement are excluded.)

(4) Storage of the personal property for a period not to exceed 12 months, unless the Agency determines that a longer period is necessary.

(5) Insurance for the replacement value of the personal property in connection with the move and necessary storage.

(6) Any license, permit, or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.

(7) The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.

(8) Professional services necessary for:

(i) Planning the move of the personal property,

(ii) Moving the personal property, and

(iii) Installing the relocated personal property at the replacement location.

(9) Relettering signs and replacing stationery on hand at the time of displacement that are made obsolete as a result of the move.

(10) Actual direct loss of tangible personal property incurred as a result of moving or discontinuing the business or farm operation. The payment shall consist of the lesser of:

(i) The fair market value of the item for continued use at the displacement site, less the proceeds from its sale. (To be eligible for payment, the claimant must make a good faith effort to sell the personal property, unless the Agency determines that such effort is not necessary. When payment for property loss is claimed for goods held for sale, the fair market value shall be based on the cost of the goods to the business, not the potential selling price.); or

(ii) The estimated cost of moving the item, but with no allowance for storage. (If the business or farm operation is discontinued, the estimated cost shall be based on a moving distance of 50 miles.)

(11) The reasonable cost incurred in attempting to sell an item that is not to be relocated.

(12) Purchase of substitute personal property. If an item of personal property which is used as part of a business or farm operation is not moved but is promptly replaced with a substitute item that performs a comparable function at the replacement site, the displaced person is entitled to payment of the lesser of:

(i) The cost of the substitute item, including installation costs at the replacement site, minus any proceeds from the sale or trade-in of the replaced item; or

(ii) The estimated cost of moving and reinstalling the replaced item but with no allowance for storage. At the Agency's discretion, the estimated cost for a low cost or uncomplicated move may be based on a single bid or estimate.

(13) Searching for a replacement location. A displaced business or farm operation is entitled to reimbursement for actual expenses, not to exceed $1,000, as the Agency determines to be reasonable, which are incurred in searching for a replacement location, including:

(i) Transportation.

(ii) Meals and lodging away from home.

(iii) Time spent searching, based on reasonable salary or earnings.

(iv) Fees paid to a real estate agent or broker to locate a replacement site, exclusive of any fees or commissions related to the purchase of such site.

(14) Other moving-related expenses that are not listed as ineligible under Sec. 24.305, as the Agency determines to be reasonable and necessary.

(b) Notification and inspection. The following requirements apply to payments under this section:

(1) The Agency shall inform the displaced person, in writing, of the requirements of paragraphs (b) (2) and (3) of this section as soon as possible after the initiation of negotiations. This information may be included in the relocation information provided to the displaced person as set forth in Sec. 24.203.

(2) The displaced person must provide the Agency reasonable advance written notice of the approximate date of the start of the move or disposition of the personal property and a list of the items to be moved. However, the Agency may waive this notice requirement after documenting its file accordingly.

(3) The displaced person must permit the Agency to make reasonable and timely inspections of the personal property at both the displacement and replacement sites and to monitor the move.

(c) Self moves. If the displaced person elects to take full responsibility for the move of the business or farm operation, the Agency may make a payment for the person's moving expenses in an amount not to exceed the lower of two acceptable bids or estimates obtained by the Agency or prepared by qualified staff. At the Agency's discretion, a payment for a low cost or uncomplicated move may be based on a single bid or estimate.

(d) Transfer of ownership. Upon request and in accordance with applicable law, the claimant shall transfer to the Agency ownership of any personal property that has not been moved, sold, or traded in.

(e) Advertising signs. The amount of a payment for direct loss of an advertising sign which is personal property shall be the lesser of:

(1) The depreciated reproduction cost of the sign, as determined by the Agency, less the proceeds from its sale; or

(2) The estimated cost of moving the sign, but with no allowance for storage.

Sec. 24.304 Reestablishment expenses — nonresidential moves.

In addition to the payments available under Sec. 24.303 of this subpart, a small business, as defined in Sec. 24.2, farm or nonprofit organization is entitled to receive a payment, not to exceed $10,000, for expenses actually incurred in relocating and reestablishing such small business, farm or nonprofit organization at a replacement site.

(a) Eligible expenses. Reestablishment expenses must be reasonable and necessary, as determined by the Agency. They include, but are not limited to, the following:

(1) Repairs or improvements to the replacement real property as required by Federal, State or local law, code or ordinance.

(2) Modifications to the replacement property to accommodate the business operation or make replacement structures suitable for conducting the business.

(3) Construction and installation costs for exterior signing to advertise the business.

(4) Provision of utilities from right-of-way to improvements on the replacement site.

(5) Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, panelling, or carpeting.

(6) Licenses, fees and permits when not paid as part of moving expenses.

(7) Feasibility surveys, soil testing and marketing studies.

(8) Advertisement of replacement location.

(9) Professional services in connection with the purchase or lease of a replacement site.

(10) Estimated increased costs of operation during the first 2 years at the replacement site for such items as:

(i) Lease or rental charges,

(ii) Personal or real property taxes,

(iii) Insurance premiums, and

(iv) Utility charges, excluding impact fees.

(11) Impact fees or one-time assessments for anticipated heavy utility usage.

(12) Other items that the Agency considers essential to the reestablishment of the business.
[58 FR 26070, April 30, 1993, (effective date June 1, 1993)]

(b) Ineligible expenses. The following is a nonexclusive listing of reestablishment expenditures not considered to be reasonable, necessary, or otherwise eligible:

(1) Purchase of capital assets, such as, office furniture, filing cabinets, machinery, or trade fixtures.

(2) Purchase of manufacturing materials, production supplies, product inventory, or other items used in the normal course of the business operation.

(3) Interest on money borrowed to make the move or purchase the replacement property.

(4) Payment to a part-time business in the home which does not contribute materially to the household income.
[58 FR 26070, April 30, 1993, (effective date June 1, 1993)]

Sec. 24.305 Ineligible moving and related expenses.

A displaced person is not entitled to payment for:

(a) The cost of moving any structure or other real property improvement in which the displaced person reserved ownership. However, this part does not preclude the computation under Sec. 24.401(c)(4)(iii); or

(b) Interest on a loan to cover moving expenses; or

(c) Loss of goodwill; or

(d) Loss of profits; or

(e) Loss of trained employees; or

(f) Any additional operating expenses of a business or farm operation incurred because of operating in a new location except as provided in Sec. 24.304(a)(10); or

(g) Personal injury; or

(h) Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Agency; or

(i) Expenses for searching for a replacement dwelling; or

(j) Physical changes to the real property at the replacement location of a business or farm operation except as provided in Secs. 24.303(a)(3) and 24.304(a); or

(k) Costs for storage of personal property on real property already owned or leased by the displaced person.

Sec. 24.306 Fixed payment for moving expenses — nonresidential moves.

(a) Business. A displaced business may be eligible to choose a fixed payment in lieu of the payments for actual moving and related expenses, and actual reasonable reestablishment expenses provided by Secs. 24.303 and 24.304. Such fixed payment, except for payment to a nonprofit organization, shall equal the average annual net earnings of the business, as computed in accordance with paragraph (e) of this section, but not less than $1,000 nor more than $20,000. The displaced business is eligible for the payment if the Agency determines that:

(1) The business owns or rents personal property which must be moved in connection with such displacement and for which an expense would be incurred in such move; and, the business vacates or relocates from its displacement site.

(2) The business cannot be relocated without a substantial loss of its existing patronage (clientele or net earnings). A business is assumed to meet this test unless the Agency determines that it will not suffer a substantial loss of its existing patronage; and

(3) The business is not part of a commercial enterprise having more than three other entities which are not being acquired by the Agency, and which are under the same ownership and engaged in the same or similar business activities.

(4) The business is not operated at a displacement dwelling solely for the purpose of renting such dwelling to others.

(5) The business is not operated at the displacement site solely for the purpose of renting the site to others.

(6) The business contributed materially to the income of the displaced person during the 2 taxable years prior to displacement (see Sec. 24.2).

(b) Determining the number of businesses. In determining whether two or more displaced legal entities constitute a single business which is entitled to only one fixed payment, all pertinent factors shall be considered, including the extent to which:

(1) The same premises and equipment are shared;

(2) Substantially identical or interrelated business functions are carried out and business and financial affairs are commingled;

(3) The entities are held out to the public, and to those customarily dealing with them, as one business; and

(4) The same person or closely related persons own, control, or manage the affairs of the entities.

(c) Farm operation. A displaced farm operation (defined at Sec. 24.2) may choose a fixed payment, in lieu of the payments for actual moving and related expenses and actual reasonable reestablishment expenses, in an amount equal to its average annual net earnings as computed in accordance with paragraph (e) of this section, but not less than $1,000 nor more than $20,000. In the case of a partial acquisition of land which was a farm operation before the acquisition, the fixed payment shall be made only if the Agency determines that:

(1) The acquisition of part of the land caused the operator to be displaced from the farm operation on the remaining land; or

(2) The partial acquisition caused a substantial change in the nature of the farm operation.

(d) Nonprofit organization. A displaced nonprofit organization may choose a fixed payment of $1,000 to $20,000, in lieu of the payments for actual moving and related expenses and actual reasonable reestablishment expenses, if the Agency determines that it cannot be relocated without a substantial loss of existing patronage (membership or clientele). A nonprofit organization is assumed to meet this test, unless the Agency demonstrates otherwise. Any payment in excess of $1,000 must be supported with financial statements for the two 12-month periods prior to the acquisition. The amount to be used for the payment is the average of 2 years annual gross revenues less administrative expenses. (See Appendix A of this part).

(e) Average annual net earnings of a business or farm operation. The average annual net earnings of a business or farm operation are one-half of its net earnings before Federal, State, and local income taxes during the 2 taxable years immediately prior to the taxable year in which it was displaced. If the business or farm was not in operation for the full 2 taxable years prior to displacement, net earnings shall be based on the actual period of operation at the displacement site during the 2 taxable years prior to displacement, projected to an annual rate. Average annual net earnings may be based upon a different period of time when the Agency determines it to be more equitable. Net earnings include any compensation obtained from the business or farm operation by its owner, the owner's spouse, and dependents. The displaced person shall furnish the Agency proof of net earnings through income tax returns, certified financial statements, or other reasonable evidence which the Agency determines is satisfactory.

Sec. 24.307 Discretionary utility relocation payments.

(a) Whenever a program or project undertaken by a displacing agency causes the relocation of a utility facility (see Sec. 24.2) and the relocation of the facility creates extraordinary expenses for its owner, the displacing agency may, at its option, make a relocation payment to the owner for all or part of such expenses, if the following criteria are met:

(1) The utility facility legally occupies State or local government property, or property over which the State or local government has an easement or right-of-way; and

(2) The utility facility's right of occupancy thereon is pursuant to State law or local ordinance specifically authorizing such use, or where such use and occupancy has been granted through a franchise, use and occupancy permit, or other similar agreement; and

(3) Relocation of the utility facility is required by and is incidental to the primary purpose of the project or program undertaken by the displacing agency; and

(4) There is no Federal law, other than the Uniform Act, which clearly establishes a policy for the payment of utility moving costs that is applicable to the displacing agency's program or project; and

(5) State or local government reimbursement for utility moving costs or payment of such costs by the displacing agency is in accordance with State law.

(b) For the purposes of this section, the term "extraordinary expenses" means those expenses which, in the opinion of the displacing agency, are not routine or predictable expenses relating to the utility's occupancy of rights-of-way, and are not ordinarily budgeted as operating expenses, unless the owner of the utility facility has explicitly and knowingly agreed to bear such expenses as a condition for use of the property, or has voluntarily agreed to be responsible for such expenses.

(c) A relocation payment to a utility facility owner for moving costs under this section may not exceed the cost to functionally restore the service disrupted by the federally assisted program or project, less any increase in value of the new facility and salvage value of the old facility. The displacing agency and the utility facility owner shall reach prior agreement on the nature of the utility relocation work to be accomplished, the eligibility of the work for reimbursement, the responsibilities for financing and accomplishing the work, and the method of accumulating costs and making payment. (See Appendix A, of this part, Sec. 24.307.)

Subpart E — Replacement Housing Payments

Sec.

24.401 Replacement housing payment for 180-day homeowner-occupants.
24.402 Replacement housing payment for 90-day occupants.
24.403 Additional rules governing replacement housing payments.
24.404 Replacement housing of last resort.

Sec. 24.401 Replacement housing payment for 180-day homeowner-occupants.

(a) Eligibility. A displaced person is eligible for the replacement housing payment for a 180-day homeowner-occupant if the person:

(1) Has actually owned and occupied the displacement dwelling for not less than 180 days immediately prior to the initiation of negotiations; and

(2) Purchases and occupies a decent, safe, and sanitary replacement dwelling within one year after the later of the following dates (except that the Agency may extend such one year period for good cause):

(i) The date the person receives final payment for the displacement dwelling or, in the case of condemnation, the date the full amount of the estimate of just compensation is deposited in the court, or

(ii) The date the displacing agency's obligation under Sec. 24.204 is met.

(b) Amount of payment. The replacement housing payment for an eligible 180-day homeowner-occupant may not exceed $22,500. (See also Sec. 24.404.) The payment under this subpart is limited to the amount necessary to relocate to a comparable replacement dwelling within one year from the date the displaced homeowner- occupant is paid for the displacement dwelling, or the date a comparable replacement dwelling is made available to such person, whichever is later. The payment shall be the sum of:

(1) The amount by which the cost of a replacement dwelling exceeds the acquisition cost of the displacement dwelling, as determined in accordance with paragraph (c) of this section; and

(2) The increased interest costs and other debt service costs which are incurred in connection with the mortgage(s) on the replacement dwelling, as determined in accordance with paragraph (d) of this section; and

(3) The reasonable expenses incidental to the purchase of the replacement dwelling, as determined in accordance with paragraph (e) of this section.

(c) Price differential.

(1) Basic computation. The price differential to be paid under paragraph (b)(1) of this section is the amount which must be added to the acquisition cost of the displacement dwelling to provide a total amount equal to the lesser of:

(i) The reasonable cost of a comparable replacement dwelling as determined in accordance with Sec. 24.403(a); or

(ii) The purchase price of the decent, safe, and sanitary replacement dwelling actually purchased and occupied by the displaced person.

(2) Mixed-use and multifamily properties. If the displacement dwelling was part of a property that contained another dwelling unit and/or space used for non-residential purposes, and/or is located on a lot larger than typical for residential purposes, only that portion of the acquisition payment which is actually attributable to the displacement dwelling shall be considered its acquisition cost when computing the price differential.

(3) Insurance proceeds. To the extent necessary to avoid duplicate compensation, the amount of any insurance proceeds received by a person in connection with a loss to the displacement dwelling due to a catastrophic occurrence (fire, flood, etc.) shall be included in the acquisition cost of the displacement dwelling when computing the price differential. (Also see Sec. 24.3.)

(4) Owner retention of displacement dwelling. If the owner retains ownership of his or her dwelling, moves it from the displacement site, and reoccupies it on a replacement site, the purchase price of the replacement dwelling shall be the sum of:

(i) The cost of moving and restoring the dwelling to a condition comparable to that prior to the move; and

(ii) The cost of making the unit a decent, safe, and sanitary replacement dwelling (defined at Sec. 24.2); and

(iii) The current fair market value for residential use of the replacement site (see Appendix A of this part, Sec. 24.401(c) (4)(iii)), unless the claimant rented the displacement site and there is a reasonable opportunity for the claimant to rent a suitable replacement site; and

(iv) The retention value of the dwelling, if such retention value is reflected in the "acquisition cost" used when computing the replacement housing payment.

(d) Increased mortgage interest costs. The displacing agency shall determine the factors to be used in computing the amount to be paid to a displaced person under paragraph (b)(2) of this section. The payment for increased mortgage interest cost shall be the amount which will reduce the mortgage balance on a new mortgage to an amount which could be amortized with the same monthly payment for principal and interest as that for the mortgage(s) on the displacement dwelling. In addition, payments shall include other debt service costs, if not paid as incidental costs, and shall be based only on bona fide mortgages that were valid liens on the displacement dwelling for at least 180 days prior to the initiation of negotiations. Paragraphs (d) (1) through (5) of this section shall apply to the computation of the increased mortgage interest costs payment, which payment shall be contingent upon a mortgage being placed on the replacement dwelling.

(1) The payment shall be based on the unpaid mortgage balance(s) on the displacement dwelling; however, in the event the person obtains a smaller mortgage than the mortgage balance(s) computed in the buydown determination the payment will be prorated and reduced accordingly. (See Appendix A of this part.) In the case of a home equity loan the unpaid balance shall be that balance which existed 180 days prior to the initiation of negotiations or the balance on the date of acquisition, whichever is less.

(2) The payment shall be based on the remaining term of the mortgage(s) on the displacement dwelling or the term of the new mortgage, whichever is shorter.

(3) The interest rate on the new mortgage used in determining the amount of the payment shall not exceed the prevailing fixed interest rate for conventional mortgages currently charged by mortgage lending institutions in the area in which the replacement dwelling is located.

(4) Purchaser's points and loan origination or assumption fees, but not seller's points, shall be paid to the extent:

(i) They are not paid as incidental expenses;

(ii) They do not exceed rates normal to similar real estate transactions in the area;

(iii) The Agency determines them to be necessary; and

(iv) The computation of such points and fees shall be based on the unpaid mortgage balance on the displacement dwelling, less the amount determined for the reduction of such mortgage balance under this section.

(5) The displaced person shall be advised of the approximate amount of this payment and the conditions that must be met to receive the payment as soon as the facts relative to the person's current mortgage(s) are known and the payment shall be made available at or near the time of closing on the replacement dwelling in order to reduce the new mortgage as intended.

(e) Incidental expenses. The incidental expenses to be paid under paragraph (b)(3) of this section or Sec. 24.402(c)(1) are those necessary and reasonable costs actually incurred by the displaced person incident to the purchase of a replacement dwelling, and customarily paid by the buyer, including:

(1) Legal, closing, and related costs, including those for title search, preparing conveyance instruments, notary fees, preparing surveys and plats, and recording fees.

(2) Lender, FHA, or VA application and appraisal fees.

(3) Loan origination or assumption fees that do not represent prepaid interest.

(4) Certification of structural soundness and termite inspection when required.

(5) Credit report.

(6) Owner's and mortgagee's evidence of title, e.g., title insurance, not to exceed the costs for a comparable replacement dwelling.

(7) Escrow agent's fee.

(8) State revenue or documentary stamps, sales or transfer taxes (not to exceed the costs for a comparable replacement dwelling).

(9) Such other costs as the Agency determines to be incidental to the purchase.

(f) Rental assistance payment for 180-day homeowner. A 180-day homeowner-occupant, who could be eligible for a replacement housing payment under paragraph (a) of this section but elects to rent a replacement dwelling, is eligible for a rental assistance payment not to exceed $5,250, computed and disbursed in accordance with Sec. 24.402(b).

Sec. 24.402 Replacement housing payment for 90-day occupants.

(a) Eligibility. A tenant or owner-occupant displaced from a dwelling is entitled to a payment not to exceed $5,250 for rental assistance, as computed in accordance with paragraph (b) of this section, or downpayment assistance, as computed in accordance with paragraph (c) of this section, if such displaced person:

(1) Has actually and lawfully occupied the displacement dwelling for at least 90 days immediately prior to the initiation of negotiations; and

(2) Has rented, or purchased, and occupied a decent, safe, and sanitary replacement dwelling within 1 year (unless the Agency extends this period for good cause) after:

(i) For a tenant, the date he or she moves from the displacement dwelling, or

(ii) For an owner-occupant, the later of:

(A) The date he or she receives final payment for the displacement dwelling, or in the case of condemnation, the date the full amount of the estimate of just compensation is deposited with the court; or

(B) The date he or she moves from the displacement dwelling.

(b) Rental assistance payment.

(1) Amount of payment. An eligible displaced person who rents a replacement dwelling is entitled to a payment not to exceed $5,250 for rental assistance. (See also Sec. 24.404.) Such payment shall be 42 times the amount obtained by subtracting the base monthly rental for the displacement dwelling from the lesser of:

(i) The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling; or

(ii) The monthly rent and estimated average monthly cost of utilities for the decent, safe, and sanitary replacement dwelling actually occupied by the displaced person.

(2) Base monthly rental for displacement dwelling. The base monthly rental for the displacement dwelling is the lesser of:

(i) The average monthly cost for rent and utilities at the displacement dwelling for a reasonable period prior to displacement, as determined by the Agency. (For an owner- occupant, use the fair market rent for the displacement dwelling. For a tenant who paid little or no rent for the displacement dwelling, use the fair market rent, unless its use would result in a hardship because of the person's income or other circumstances); or

(ii) Thirty (30) percent of the person's average gross household income. (If the person refuses to provide appropriate evidence of income or is a dependent, the base monthly rental shall be established solely on the criteria in paragraph (b)(2)(i) of this section. A full time student or resident of an institution may be assumed to be a dependent, unless the person demonstrates otherwise.); or

(iii) The total of the amounts designated for shelter and utilities if receiving a welfare assistance payment from a program that designates the amounts for shelter and utilities.

(3) Manner of disbursement. A rental assistance payment may, at the Agency's discretion, be disbursed in either a lump sum or in installments. However, except as limited by Sec. 24.403(f), the full amount vests immediately, whether or not there is any later change in the person's income or rent, or in the condition or location of the person's housing.

(c) Downpayment assistance payment.

(1) Amount of payment. An eligible displaced person who purchases a replacement dwelling is entitled to a downpayment assistance payment in the amount the person would receive under paragraph (b) of this section if the person rented a comparable replacement dwelling. At the discretion of the Agency, a downpayment assistance payment may be increased to any amount not to exceed $5,250. However, the payment to a displaced homeowner shall not exceed the amount the owner would receive under

Sec. 24.401(b) if he or she met the 180-day occupancy requirement. An Agency's discretion to provide the maximum payment shall be exercised in a uniform and consistent manner, so that eligible displaced persons in like circumstances are treated equally. A displaced person eligible to receive a payment as a 180-day owner-occupant under Sec. 24.401(a) is not eligible for this payment. (See also Appendix A of this part, Sec. 24.402(c).)

(2) Application of payment. The full amount of the replacement housing payment for downpayment assistance must be applied to the purchase price of the replacement dwelling and related incidental expenses.

Sec. 24.403 Additional rules governing replacement housing payments.

(a) Determining cost of comparable replacement dwelling. The upper limit of a replacement housing payment shall be based on the cost of a comparable replacement dwelling (defined at Sec. 24.2).

(1) If available, at least three comparable replacement dwellings shall be examined and the payment computed on the basis of the dwelling most nearly representative of, and equal to, or better than, the displacement dwelling. An adjustment shall be made to the asking price of any dwelling, to the extent justified by local market data (see also Sec. 24.205(a)(2) and Appendix A of this part). An obviously overpriced dwelling may be ignored.

(2) If the site of the comparable replacement dwelling lacks a major exterior attribute of the displacement dwelling site, (e.g., the site is significantly smaller or does not contain a swimming pool), the value of such attribute shall be subtracted from the acquisition cost of the displacement dwelling for purposes of computing the payment.

(3) If the acquisition of a portion of a typical residential property causes the displacement of the owner from the dwelling and the remainder is a buildable residential lot, the Agency may offer to purchase the entire property. If the owner refuses to sell the remainder to the Agency, the fair market value of the remainder may be added to the acquisition cost of the displacement dwelling for purposes of computing the replacement housing payment.

(4) To the extent feasible, comparable replacement dwellings shall be selected from the neighborhood in which the displacement dwelling was located or, if that is not possible, in nearby or similar neighborhoods where housing costs are generally the same or higher.

(b) Inspection of replacement dwelling. Before making a replacement housing payment or releasing a payment from escrow, the Agency or its designated representative shall inspect the replacement dwelling and determine whether it is a decent, safe, **and sanitary dwelling as defined at Sec. 24.2**.

(c) Purchase of replacement dwelling. A displaced person is considered to have met the requirement to purchase a replacement dwelling, if the person:

(1) Purchases a dwelling; or

(2) Purchases and rehabilitates a substandard dwelling; or

(3) Relocates a dwelling which he or she owns or purchases; or

(4) Constructs a dwelling on a site he or she owns or purchases; or

(5) Contracts for the purchase or construction of a dwelling on a site provided by a builder or on a site the person owns or purchases.

(6) Currently owns a previously purchased dwelling and site, valuation of which shall be on the basis of current fair market value.

(d) Occupancy requirements for displacement or replacement dwelling. No person shall be denied eligibility for a replacement housing payment solely because the person is unable to meet the occupancy requirements set forth in these regulations for a reason beyond his or her control, including:

(1) A disaster, an emergency, or an imminent threat to the public health or welfare, as determined by the President, the Federal agency funding the project, or the displacing agency; or

(2) Another reason, such as a delay in the construction of the replacement dwelling, military reserve duty, or hospital stay, as determined by the Agency.

(e) Conversion of payment. A displaced person who initially rents a replacement dwelling and receives a rental assistance payment under Sec. 24.402(b) is eligible to receive a payment under Sec. 24.401 or 24.402(c) if he or she meets the eligibility criteria for such payments, including purchase and occupancy within the prescribed 1-year period. Any portion of the rental assistance payment that has been disbursed shall be deducted from the payment computed under Sec. 24.401 or 24.402(c).

(f) Payment after death. A replacement housing payment is personal to the displaced person and upon his or her death the undisbursed portion of any such payment shall not be paid to the heirs or assigns, except that:

(1) The amount attributable to the displaced person's period of actual occupancy of the replacement housing shall be paid.

(2) The full payment shall be disbursed in any case in which a member of a displaced family dies and the other family member(s) continue to occupy a decent, safe, and sanitary replacement dwelling.

(3) Any portion of a replacement housing payment necessary to satisfy the legal obligation of an estate in connection with the selection of a replacement dwelling by or on behalf of a deceased person shall be disbursed to the estate.

Sec. 24.404 Replacement housing of last resort.

(a) Determination to provide replacement housing of last resort. Whenever a program or project cannot proceed on a timely basis because comparable replacement dwellings are not available within the monetary limits for owners or tenants, as specified in Sec. 24.401 or Sec. 24.402, as appropriate, the Agency shall provide additional or alternative assistance under the provisions of this subpart. Any decision to provide last resort housing assistance must be adequately justified either:

(1) On a case-by-case basis, for good cause, which means that appropriate consideration has been given to:

(i) The availability of comparable replacement housing in the program or project area; and

(ii) The resources available to provide comparable replacement housing; and

(iii) The individual circumstances of the displaced person; or

(2) By a determination that:

(i) There is little, if any, comparable replacement housing available to displaced persons within an entire program or project area; and, therefore, last resort housing assistance is necessary for the area as a whole; and

(ii) A program or project cannot be advanced to completion in a timely manner without last resort housing assistance; and

(iii) The method selected for providing last resort housing assistance is cost effective, considering all elements which contribute to total program or project costs. (Will project delay justify waiting for less expensive comparable replacement housing to become available?)

(b) Basic rights of persons to be displaced. Notwithstanding any provision of this subpart, no person shall be required to move from a displacement dwelling unless comparable replacement housing is available to such person. No person may be deprived of any rights the person may have under the Uniform Act or this part. The Agency shall not require any displaced person to accept a dwelling provided by the Agency under these procedures (unless the Agency and the displaced person have entered into a contract to do so) in lieu of any acquisition payment or any relocation payment for which the person may otherwise be eligible.

(c) Methods of providing comparable replacement housing. Agencies shall have broad latitude in implementing this subpart, but implementation shall be for reasonable cost, on a case-by-case basis unless an exception to case-by-case analysis is justified for an entire project.

(1) The methods of providing replacement housing of last resort include, but are not limited to:

(i) A replacement housing payment in excess of the limits set forth in Sec. 24.401 or Sec. 24.402. A rental assistance subsidy under this section may be provided in installments or in a lump sum at the Agency's discretion.

(ii) Rehabilitation of and/or additions to an existing replacement dwelling.

(iii) The construction of a new replacement dwelling.

(iv) The provision of a direct loan, which requires regular amortization or deferred repayment. The loan may be unsecured or secured by the real property. The loan may bear interest or be interest-free.

(v) The relocation and, if necessary, rehabilitation of a dwelling.

(vi) The purchase of land and/or a replacement dwelling by the displacing agency and subsequent sale or lease to, or exchange with a displaced person.

(vii) The removal of barriers to the handicapped.

(viii) The change in status of the displaced person with his or her concurrence from tenant to homeowner when it is more cost effective to do so, as in cases where a downpayment may be less expensive than a last resort rental assistance payment.

(2) Under special circumstances, consistent with the definition of a comparable replacement dwelling, modified methods of providing replacement housing of last resort permit consideration of replacement housing based on space and physical characteristics different from those in the displacement dwelling (see Appendix A, of this part, Sec. 24.404), including upgraded, but smaller replacement housing that is decent, safe, and sanitary and adequate to accommodate individuals or families displaced from marginal or substandard housing with probable functional obsolesence. In no event, however, shall a displaced person be required to move into a dwelling that is not functionally equivalent in accordance with Sec. 24.2.

(3) The agency shall provide assistance under this subpart to a displaced person who is not eligible to receive a replacement housing payment under Secs. 24.401 and 24.402 because of failure to meet the length of occupancy requirement when comparable replacement rental housing is not available at rental rates within the person's financial means, which is 30 percent of the person's gross monthly household income. Such assistance shall cover a period of 42 months.

Subpart F — Mobile Homes

Sec.

24.501 Applicability.
24.502 Moving and related expenses — mobile homes.
24.503 Replacement housing payment for 180-day mobile homeowner-occupants.
24.504 Replacement housing payment for 90-day mobile home occupants.
24.505 Additional rules governing relocation payments to mobile home occupants.

Sec. 24.501 Applicability.

This subpart describes the requirements governing the provision of relocation payments to a person displaced from a mobile home and/or mobile home site who meets the basic eligibility requirements of this part. Except as modified by this subpart, such a displaced person is entitled to a moving expense payment in accordance with Subpart D and a replacement housing payment in accordance with Subpart E to the same extent and subject to the same requirements as persons displaced from conventional dwellings.

Sec. 24.502 Moving and related expenses — mobile homes.

(a) A homeowner-occupant displaced from a mobile home or mobile homesite is entitled to a payment for the cost of moving his or her mobile home on an actual cost basis in accordance with Sec. 24.301. A non-occupant owner of a rented mobile home is eligible for actual cost reimbursement under Sec. 24.303. However, if the mobile home is not acquired, but the homeowner-occupant obtains a replacement housing payment under one of the circumstances described at Sec. 24.503(a)(3), the owner is not eligible for payment for moving the mobile home, but may be eligible for a payment for moving personal property from the mobile home.

(b) The following rules apply to payments for actual moving expenses under Sec. 24.301:

(1) A displaced mobile homeowner, who moves the mobile home to a replacement site, is eligible for the reasonable cost of disassembling, moving, and reassembling any attached appurtenances, such as porches, decks, skirting, and awnings, which were not acquired, anchoring of the unit, and utility "hook-up" charges.

(2) If a mobile home requires repairs and/or modifications so that it can be moved and/or made decent, safe, and sanitary, and the Agency determines that it would be economically feasible to incur the additional expense, the reasonable cost of such repairs and/or modifications is reimbursable.

(3) A nonreturnable mobile home park entrance fee is reimbursable to the extent it does not exceed the fee at a comparable mobile home park, if the person is displaced from a mobile home park or the Agency determines that payment of the fee is necessary to effect relocation.

Sec. 24.503 Replacement housing payment for 180-day mobile homeowner-occupants.

(a) A displaced owner-occupant of a mobile home is entitled to a replacement housing payment, not to exceed $22,500, under Sec. 24.401 if:

(1) The person both owned the displacement mobile home and occupied it on the displacement site for at least 180 days immediately prior to the initiation of negotiations;

(2) The person meets the other basic eligibility requirements at Sec. 24.401(a); and

(3) The Agency acquires the mobile home and/or mobile home site, or the mobile home is not acquired by the Agency but the owner is displaced from the mobile home because the Agency determines that the mobile home:

(i) Is not and cannot economically be made decent, safe, and sanitary; or

(ii) Cannot be relocated without substantial damage or unreasonable cost; or

(iii) Cannot be relocated because there is no available comparable replacement site; or

(iv) Cannot be relocated because it does not meet mobile home park entrance requirements.

(b) If the mobile home is not acquired, and the Agency determines that it is not practical to relocate it, the acquisition cost of the displacement dwelling used when computing the price differential amount, described at Sec. 24.401(c), shall include the salvage value or trade-in value of the mobile home, whichever is higher.

Sec. 24.504 Replacement housing payment for 90-day mobile home occupants.

A displaced tenant or owner-occupant of a mobile home is eligible for a replacement housing payment, not to exceed $5,250, under Sec. 24.402 if:

(a) The person actually occupied the displacement mobile home on the displacement site for at least 90 days immediately prior to the initiation of negotiations;

(b) The person meets the other basic eligibility requirements at Sec. 24.402(a); and

(c) The Agency acquires the mobile home and/or mobile home site, or the mobile home is not acquired by the Agency but the owner or tenant is displaced from the mobile home because of one of the circumstances described at Sec. 24.503(a)(3).

Sec. 24.505 Additional rules governing relocation payments to mobile home occupants.

(a) Replacement housing payment based on dwelling and site. Both the mobile home and mobile home site must be considered when computing a replacement housing payment. For example, a displaced mobile home occupant may have owned the displacement mobile home and rented the site or may have rented the displacement mobile home and owned the site. Also, a person may elect to purchase a replacement mobile home and rent a replacement site, or rent a replacement mobile home and purchase a replacement site. In such cases, the total replacement housing payment shall consist of a payment for a dwelling and a payment for a site, each computed under the applicable section in Subpart E. However, the total replacement housing payment under Subpart E shall not exceed the maximum payment (either $22,500 or $5,250) permitted under the section that governs the computation for the dwelling. (See also Sec. 24.403(b).)

(b) Cost of comparable replacement dwelling.

(1) If a comparable replacement mobile home is not available, the replacement housing payment shall be computed on the basis of the reasonable cost of a conventional comparable replacement dwelling.

(2) If the Agency determines that it would be practical to relocate the mobile home, but the owner-occupant elects not to do so, the Agency may determine that, for purposes of computing the price differential under Sec. 24.401(c), the cost of a comparable replacement dwelling is the sum of:

(i) The value of the mobile home,

(ii) The cost of any necessary repairs or modifications, and

(iii) The estimated cost of moving the mobile home to a replacement site.

(c) Initiation of negotiations. If the mobile home is not actually acquired, but the occupant is considered displaced under this part, the "initiation of negotiations" is the initiation of negotiations to acquire the land, or, if the land is not acquired, the written notification that he or she is a displaced person under this part.

(d) Person moves mobile home. If the owner is reimbursed for the cost of moving the mobile home under this part, he or she is not eligible to receive a replacement housing payment to assist in purchasing or renting a replacement mobile home. The person may, however, be eligible for assistance in purchasing or renting a replacement site.

(e) Partial acquisition of mobile home park. The acquisition of a portion of a mobile home park property may leave a remaining part of the property that is not adequate to continue the operation of the park. If the Agency determines that a mobile home located in the remaining part of the property must be moved as a direct result of the project, the owner and any tenant shall be considered a displaced person who is entitled to relocation payments and other assistance under this part.

Subpart G — Certification

Sec.

24.601 Purpose.
24.602 Certification application.
24.603 Monitoring and corrective action.

Sec. 24.601 Purpose.

This subpart permits a State agency to fulfill its responsibilities under the Uniform Act by certifying that it shall operate in accordance with State laws and regulations which shall accomplish the purpose and effect of the Uniform Act, in lieu of providing the assurances required by Sec. 24.4 of this part.

Sec. 24.602 Certification application.

An agency wishing to proceed on the basis of a certification may request an application for certification from the lead agency [Director, Office of Right-of-Way, HRW-1, Federal Highway Administration, 400 Seventh St. SW., Washington, DC 20590]. The completed application for certification must be approved by the governor of the State, or the governor's designee, and must be coordinated with the Federal funding agency, in accordance with application procedures.
[58 FR 26070, April 30, 1993, (effective date June 1, 1993)]

Sec. 24.603 Monitoring and corrective action.

(a) The Federal lead agency shall, in coordination with other Federal agencies, monitor from time to time State agency implementation of programs or projects conducted under the certification process and the State agency shall make available any information required for this purpose.

(b) The lead agency may require periodic information or data from affected Federal or state agencies.

(c) A Federal agency may, after consultation with the lead agency, and notice to and consultation with the governor, or his or her designee, rescind any previous approval provided under this subpart if the certifying State agency fails to comply with its certification or with applicable State law and regulations. The Federal agency shall initiate consultation with the lead agency at least 30 days prior to any decision to rescind approval of a certification under this subpart. The lead agency will also inform other Federal agencies which have accepted a certification under this subpart from the same State agency, and will take whatever other action that may be appropriate.

(d) Section 103(b)(2) of the Uniform Act, as amended, requires that the head of the lead agency report biennially to the Congress on State agency implementation of section 103. To enable adequate preparation of the prescribed biennial report, the lead agency may require periodic information or data from affected Federal or State agencies.

Appendix A to Part 24 — Additional Information

This appendix provides additional information to explain the intent of certain provisions of this part.

Subpart A — General

Section 24.2 Definitions.

Definition of comparable replacement dwelling. The requirement in Sec. 24.2 that a comparable replacement dwelling be "functionally equivalent" to the displacement dwelling means that it must perform the same function, provide the same utility, and be capable of contributing to a comparable style of living as the displacement dwelling. While it need not possess every feature of the displacement dwelling, the principal features must be present.

For example, if the displacement dwelling contains a pantry and a similar dwelling is not available, a replacement dwelling with ample kitchen cupboards may be acceptable. Insulated and heated space in a garage might prove an adequate substitute for basement workshop space. A dining area may substitute for a separate dining room. Under some circumstances, attic space could substitute for basement space for storage purposes, and vice versa.

Only in unusual circumstances may a comparable replacement dwelling contain fewer rooms or, consequentially, less living space than the displacement dwelling. Such may be the case when a decent, safe, and sanitary replacement dwelling (which by definition is "adequate to accommodate" the displaced person) may be found to be "functionally equivalent" to a larger but very run-down substandard displacement dwelling.

Paragraph (7) in the definition of comparable replacement dwelling requires that a comparable replacement dwelling for a person who is not receiving assistance under any government housing program before displacement must be currently available on the private market without any subsidy under a government housing program.

A public housing unit may qualify as a comparable replacement dwelling only for a person displaced from a public housing unit; a privately-owned dwelling with a housing program subsidy tied to the unit may qualify as a comparable replacement dwelling only for a person displaced from a similarly subsidized unit or public housing; a housing program subsidy to a person (not tied to the building), such as a HUD Section 8 Existing Housing Program Certificate or a Housing Voucher, may be reflected in an offer of a comparable replacement dwelling to a person receiving a similar subsidy or occupying a privately-owned subsidized unit or public housing unit before displacement.

However, nothing in this part prohibits an Agency from offering, or precludes a person from accepting, assistance under a government housing program, even if the person did not receive similar assistance before displacement. However, the Agency is obligated to inform the person of his or her options under this part. (If a person accepts assistance under a government housing program, the rental assistance payment under Sec. 24.402 would be computed on the basis of the person's actual out-of-pocket cost for the replacement housing.)

Persons not displaced. Paragraph (2)(iv) under this definition recognizes that there are circumstances where the acquisition of real property takes place without the intent or necessity that an occupant of the property be permanently displaced. Because such occupants are not considered "displaced persons" under this part, great care must be exercised to ensure that they are treated fairly and equitably. For example, if the tenant-occupant of a dwelling will not be displaced, but is required to relocate temporarily in connection with the project, the temporarily-occupied housing must be decent, safe, and sanitary and the tenant must be reimbursed for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including moving expenses and increased housing costs during the temporary relocation.

It is also noted that any person who disagrees with the Agency's determination that he or she is not a displaced person under this part may file an appeal in accordance with Sec. 24.10.

Initiation of negotiations. This section of the part provides a special definition for acquisitions and displacements under Pub. L. 96-510 or Superfund. These activities differ under Superfund in that relocation may precede acquisition, the reverse of the normal sequence. Superfund is a program designed to clean up hazardous waste sites. When such a site is discovered, it may be necessary, in certain limited circumstances, to alert the public to the danger and to the advisability of moving immediately. If a decision is made later to permanently relocate such persons, those who had moved earlier would no longer be on site when a formal, written offer to acquire the property was made and thus would lose their eligibility for a replacement housing payment. In order to prevent this unfair outcome, we have provided a definition which is based on the public health advisory or announcement of permanent relocation.

Section 24.3 No duplication of payments.

This section prohibits an Agency from making a payment to a person under these regulations that would duplicate another payment the person receives under Federal, State, or local law. The Agency is not required to conduct an exhaustive search for such other payments; it is only required to avoid creating a duplication based on the Agency's knowledge at the time a payment under these regulations is computed.

Section 24.9 Recordkeeping and reports.

Section 24.9(c) Reports. This paragraph allows Federal agencies to require the submission of a report on activities under the Uniform Act no more frequently than once every three years. The report, if required, will cover activities during the Federal fiscal year immediately prior to the submission date. In order to minimize the administrative burden on Agencies implementing this part, a basic report form has been developed which, with only minor modifications, would be used in all Federal and federally-assisted programs or projects.

Subpart B — Real Property Acquisition

Section 24.101 Applicability of acquisition requirements.

Section 24.101(b) Less-than-full-fee interest in real property. This provision provides a benchmark beyond which the requirements of the subpart clearly apply to leases. However, the Agency may apply the regulations to any less-than-full-fee acquisition which is short of 50 years but which in its judgment should be covered.

Section 24.102 Basic acquisition policies.

Section 24.102(d) Establishment of offer of just compensation. The initial offer to the property owner may not be less than the amount of the Agency's approved appraisal, but may exceed that amount if the Agency determines that a greater amount reflects just compensation for the property.

Section 24.102(f) Basic negotiation procedures. It is intended that an offer to an owner be adequately presented, and that the owner be properly informed. Personal, face-to-face contact should take place, if feasible, but this section is not intended to require such contact in all cases.

Section 24.102(i) Administrative settlement. This section provides guidance on administrative settlement as an alternative to judicial resolution of a difference of opinion on the value of a property, in order to avoid unnecessary litigation and congestion in the courts. All relevant facts and circumstances should be considered by an Agency official delegated this authority. Appraisers, including reviewing appraisers, must not be pressured to adjust their estimate of value for the purpose of justifying such settlements. Such action would invalidate the appraisal process.

Section 24.102(j) Payment before taking possession. It is intended that a right-of-entry for construction purposes be obtained only in the exceptional case, such as an emergency project, when there is no time to make an appraisal and purchase offer and the property owner is agreeable to the process.

Section 24.102(m) Fair rental. Section 301(6) of the Uniform Act limits what an Agency may charge when a former owner or previous occupant of a property is permitted to rent the property for a short term or when occupancy is subject to termination by the Agency on short notice. Such rent may not exceed "the fair rental value * * * to a short-term occupier." Generally, the Agency's right to terminate occupancy on short notice (whether or not the renter also has that right) supports the establishment of a lesser rental than might be found in a longer, fixed-term situation.

Section 24.103 Criteria for appraisals.

Section 24.103(a) Standards of appraisal. In paragraph (a)(3) of this section, it is intended that all relevant and reliable approaches to value be utilized. However, where an Agency determines that the market approach will be adequate by itself because of the type of property being appraised and the availability of sales data, it may limit the appraisal assignment to the market approach.

Section 24.103(b) Influence of the project on just compensation. As used in this section, the term "project" is intended to mean an undertaking which is planned, designed, and intended to operate as a unit.

Because of the public knowledge of the proposed project, property values may be affected. A property owner should not be penalized because of a decrease in value caused by the proposed project nor reap a windfall at public expense because of increased value created by the proposed project.

Section 24.103(e) Conflict of interest. The overall objective is to minimize the risk of fraud and mismanagement and to promote public confidence in Federal and federally-assisted land acquisition practices. Recognizing that the costs may outweigh the benefits in some circumstances, Sec. 24.103(e) provides that the same person may both appraise and negotiate an acquisition, if the value is $2,500 or less. However, it should be noted that all appraisals must be reviewed in accordance with Sec. 24.104. This includes appraisals of real property valued at $2,500, or less.

Section 24.104 Review of appraisals.

This section recognizes that Agencies differ in the authority delegated to the review appraiser. In some cases the reviewer establishes the amount of the offer to the owner and in other cases the reviewer makes a recommendation which is acted on at a higher level. It is also within Agency discretion to decide whether a second review is needed if the first review appraiser establishes a value different from that in the appraisal report or reports on a property. Before acceptance of an appraisal, the review appraiser must determine that the appraiser's documentation, including valuation data and the analyses of that data, demonstrates the soundness of the appraiser's opinion of value. The qualifications of the review appraiser and the level of explanation of the basis for the reviewer's recommended or approved value depend on the complexity of the appraisal problem. For a low value property requiring an uncomplicated valuation process, the reviewer's approval, endorsing the appraiser's report, may satisfy the requirement for the reviewer's statement.

Section 24.106 Expenses incidental to transfer of title to the agency.

Generally, the Agency is able to pay such incidental costs directly and, where feasible, is required to do so. In order to prevent the property owner from making unnecessary out-of-pocket expenditures and to avoid duplication of expenses, the property owner should be informed early in the acquisition process of the Agency's intent to make such arrangements. In addition, it is emphasized that such expenses must be reasonable and necessary.

Subpart C — General Relocation Requirements

Section 24.204 Availability of comparable replacement dwelling before displacement

Section 24.204 (a) General. This provision requires that no one may be required to move from a dwelling without one comparable replacement dwelling having been made available. In addition, Sec. 24.204(a) requires that,

"Where possible, three or more comparable replacement dwellings shall be made available." Thus the basic standard for the number of referrals required under this section is three. Only in situations where three comparable replacement dwellings are not available (e.g., when the local housing market does not contain three comparable dwellings) may the Agency make fewer than three referrals.

Section 24.205 Relocation assistance advisory services.

Section 24.205(c)(2)(ii)(C) is intended to emphasize that if the comparable replacement dwellings are located in areas of minority concentration, minority persons should, if possible, also be given opportunities to relocate to replacement dwellings not located in such areas.

Section 24.207 General requirements — claims for relocation payments.

Section 24.207(a) allows an Agency to make a payment for low cost or uncomplicated moves without additional documentation, as long as the payment is limited to the amount of the lowest acceptable bid or estimate, as provided for in Sec. 24.303(c).

Subpart D — Payment for Moving and Related Expenses

Section 24.306 Fixed payment for moving expenses — nonresidential moves.

Section 24.306(d) Nonprofit organizations. Gross revenues may include membership fees, class fees, cash donations, tithes, receipts from sales or other forms of fund collection that enables the non-profit organization to operate. Administrative expenses are those for administrative support such as rent, utilities, salaries, advertising and other like items as well as fund-raising expenses. Operating expenses for carrying out the purposes of the non-profit organization are not included in administrative expenses. The monetary receipts and expense amounts may be verified with certified financial statements or financial documents required by public agencies.

Section 24.307 Discretionary utility relocation payments.

Section 24.307(c) describes the issues which must be agreed to between the displacing agency and the utility facility owner in determining the amount of the relocation payment. To facilitate and aid in reaching such agreement, the practices in the Federal Highway Administration regulation, 23 CFR 645, Subpart A, Utility Relocations, Adjustments and Reimbursement, should be followed.

Subpart E — Replacement Housing Payments

Section 24.401 Replacement housing payment for 180-day homeowner-occupants.

Section 24.401(a)(2). The provision for extending eligibility for a replacement housing payment beyond the one year period for good cause means that an extension may be granted if some event beyond the control of the displaced person such as acute or life threatening illness, bad weather preventing the completion of construction of a replacement dwelling or other like circumstances should cause delays in occupying a decent, safe, and sanitary replacement dwelling.

Section 24.401(c) Price differential. The provision in Sec. 24.401(c)(4)(iii) to use the current fair market value for residential use does not mean the Agency must have the property appraised. Any reasonable method for arriving at the fair market value may be used.

Section 24.401(d) Increased mortgage interest costs. The provision in Sec. 24.401(d) set forth the factors to be used in computing the payment that will be required to reduce a person's replacement mortgage (added to the downpayment) to an amount which can be amortized at the same monthly payment for principal and interest over the same period of time as the remaining term on the displacement mortgages. This payment is commonly known as the "buydown." The remaining principal balance, the interest rate, and monthly principal and interest payments for the old mortgage as well as the interest rate, points and term for the new mortgage must be known to compute the increased mortgage interest costs. If the combination of interest and points for the new mortgage exceeds the current prevailing fixed interest rate and points for conventional mortgages and there is no justification for the excessive rate, then the current prevailing fixed interest rate and points shall be used in the computations. Justification may be the unavailability of the current prevailing rate due to the amount of the new mortgage, credit difficulties, or other similar reasons.

SAMPLE COMPUTATION

Old Mortgage:	Remaining Principal Balance	$50,000
	Monthly Payment (principal and interest)	$458.22
	Interest rate (percent)	7%
New Mortgage:	Interest rate (percent)	10%
	Points	3
	Term (years)	15

Remaining term of the old mortgage is determined to be 174 months. (Determining, or computing, the actual remaining term is more reliable than using the data supplied by the mortgagee). However, if it is shorter, use the term of the new mortgage and compute the needed monthly payment.

Amount to be financed to maintain monthly payments of $458.22 at 10% – $42,010.18

	$50,000.00
	-42,010.18
Increased mortgage interest costs	$ 7,989.82
3 points on $42,010.18	$ 1,260.31
Total buydown necessary to maintain payments at $458.22	$ 9,250.13

If the new mortgage actually obtained is less than the computed amount for a new mortgage ($42,010.18), the buydown shall be prorated accordingly. If the actual mortgage obtained in our example were $35,000, the buydown payment would be $7,706.57($35,000 by $42,010.18 = .8331; $9,250.13 X .83 = $7,706.57).

The Agency is obligated to inform the person of the approximate amount of this payment and that he or she must obtain a mortgage of at least the same amount as the old mortgage and for at least the same term in order to receive the full amount of this payment. The displacee is also to be advised of the interest rate and points used to calculate the payment.

Section 24.402 Replacement housing payment for 90-day occupants.

The downpayment assistance provisions in Sec. 24.402(c) are intended to limit such assistance to the amount of the computed rental assistance payment for a tenant or an eligible homeowner. It does, however, provide the latitude for Agency discretion in offering downpayment assistance which exceeds the computed rental assistance payment, up to the $5,250 statutory maximum.

This does not mean, however, that such Agency discretion may be exercised in a selective or discriminatory fashion. The displacing agency should develop a policy which affords equal treatment for persons in like circumstances and this policy should be applied uniformly throughout the Agency's programs or projects. It is recommended that displacing agencies coordinate with each other to reach a consensus on a uniform procedure for the State and/or the local jurisdiction.

For purposes of this section, the term downpayment means the downpayment ordinarily required to obtain conventional loan financing for the decent, safe, and sanitary dwelling actually purchased and occupied. However, if the downpayment actually required of a displaced person for the purchase of the replacement dwelling exceeds the amount ordinarily required, the amount of the downpayment may be the amount which the Agency determines is necessary.

Section 24.403 Additional rules governing replacement housing payments.

Section 24.403(a)(1). The procedure for adjusting the asking price of comparable replacement dwellings requires that the Agency provide advisory assistance to the displaced person concerning negotiations so that he or she may enter the market as a knowledgeable buyer. If a displaced person elects to buy one of the selected comparables, but cannot acquire the property for the adjusted price, it is appropriate to increase the replacement housing payment to the actual purchase amount.

Section 24.404 Replacement housing of last resort.

Section 24.404(b) Basic rights of persons to be displaced. This paragraph affirms the right of a 180-day homeowner-occupant, who is eligible for a replacement housing payment under § 24.401, to a reasonable opportunity to purchase a comparable replacement dwelling. However, it should be read in conjunction **with the definition of "owner of a dwelling" at § 24.2(p).** The Agency is not required to provide persons owning only a fractional interest in the displacement dwelling a greater level of assistance to purchase a replacement dwelling than the Agency would be required to provide such persons if they owned fee simple title to the displacement dwelling. If such assistance is not sufficient to buy a replacement dwelling, the Agency may provide additional purchase assistance or rental assistance.

Section 24.404(c) Methods of providing comparable replacement housing. The use of cost effective means of providing comparable replacement housing is implied throughout the subpart. The term "reasonable cost" is used here to underline the fact that while innovative means to provide housing are encouraged, they should be cost effective.

Section 24.404(c)(2) permits the use of last resort housing, in special cases, which may involve variations from the usual methods of obtaining comparability. However, it should be specially noted that such variation should never result in a lowering of housing standards nor should it ever result in a lower quality of living style for the displaced person. The physical characteristics of the comparable replacement dwelling may be dissimilar to those of the displacement dwelling but they may never be inferior.

One example might be the use of a new mobile home to replace a very substandard conventional dwelling in an area where comparable conventional dwellings are not available.

Another example could be the use of a superior, but smaller decent, safe and sanitary dwelling to replace a large, old substandard dwelling, only a portion of which is being used as living quarters by the occupants and no other large comparable dwellings are available in the area.

Subpart F — Mobile Homes

Section 24.503 Replacement housing payment for 180-day mobile home-owner-occupants.

A 180-day owner-occupant who is displaced from a mobile home on a rented site may be eligible for a replacement housing payment for a dwelling computed under Sec. 24.401 and a replacement housing payment for a site computed under Sec. 24.402. A 180-day owner-occupant of both the mobile home and the site, who relocates the mobile home, may be eligible for a replacement housing payment under Sec. 24.401 to assist in the purchase of a replacement site or, under Sec. 24.402, to assist in renting a replacement site.

Uniform Relocation Assistance and Real Property Acquisition Policies Act, Residential Moving Expense and Dislocation Allowance Payment Schedule

Please see our website at **http://www.fhwa.dot.gov/realestate/index.htm** for a current copy of the schedule.

Note: These Regulations and Statutes were printed in June 2001. You should check our website: http://www.fhwa.dot.gov/realestate/ for the most current copy of the regulations and statutes.

DEPARTMENT OF TRANSPORTATION [4910-22-P]
Federal Highway Administration
23 CFR Parts 130, 480, 620, 630, 635, 645, 710, 712, and 713
[FHWA Docket No. FHWA-98-4315]
RIN 2125-AE44
Right-of-Way Program Administration

AGENCY: Federal Highway Administration (FHWA), DOT.

ACTION: Final rule.

SUMMARY: This document amends the right-of-way regulations for federally assisted transportation programs administered under title 23, United States Code. The FHWA clarifies and reduces Federal regulatory requirements and places primary responsibility for a number of approval actions at the State level. Conforming revisions are made to several regulatory parts to remove outdated, redundant, and unnecessary content. Also, the regulations are arranged to follow the same sequence as the development and implementation of a Federal-aid project to assist the public and State transportation departments (STDs) in locating regulations applicable to a specific point of interest.

DATES: The final rule is effective January 20, 2000.

FOR FURTHER INFORMATION CONTACT: Mr. James E. Ware, (202) 366-2019, Office of Real Estate Services, HEPR-20, or Mr. Reid Alsop, Office of the Chief Counsel, HCC-31, (202) 366-1371. Office hours are from 7:45 a.m. to 4:15 p.m., e.t., Monday through Friday, except Federal holidays.

SUPPLEMENTARY INFORMATION:

Electronic Access

Internet users may access all comments received by the U.S. DOT Dockets, Room PL-401, by using the universal resource locator (URL): http://dms.dot.gov. It is available 24 hours each day, 365 days each year. Please follow the instructions online for more information and help.

An electronic copy of this document may be downloaded by using a computer modem, and suitable communications software from the Government Printing Office's Electronic Bulletin Board Service at (202) 512-1661. Internet users may reach the Office of the Federal Register's home page at: http://www.nara.gov/fedreg and the Government Printing Office's webpage at: http://www.access.gpo.gov/nara.

Background

The FHWA began the process of revising its regulations with an advance notice of proposed rulemaking (ANPRM) published on November 6, 1995 (60 FR 56004). As a first step in the comprehensive revision of the regulations, the FHWA removed obsolete and redundant parts by publishing an interim final rule on April 25, 1996, at 61 FR 18246. This action removed from title 23, CFR, all of parts 720 and 740, and portions of parts 710 and 712. Comments received in response to the ANPRM also identified the need for a comprehensive rewrite of the existing real estate program regulations.

An NPRM, published at 63 FR 71238, on December 24, 1998, proposed to revise the regulations and arrange them to follow the same sequence as the development and implementation of a Federal-aid project and thereby assist the public and State transportation departments in locating regulations applicable to a specific point of interest. The NPRM also proposed to clarify the State-Federal partnership.

The FHWA provides funds to the States and other organizations to reimburse them for the costs they have incurred in constructing highways and other transportation related projects. Regulations dealing with reimbursement and management of right-of-way (ROW) are contained in 23 CFR parts 710 through 713.

Discussion of Comments

ANPRM of November 6, 1995

Twenty comments were received: 2 from individuals, 2 from private groups or organizations, and 16 from STDs.

Based on the responses received, the FHWA concluded that the (ROW) regulations needed a comprehensive revision. During an initial review, the FHWA identified several parts of the regulations that were no longer needed.

NPRM of December 24, 1998

Twenty-eight comments were received in response to the December 24, 1998, NPRM. Comments were received from 25 States, one non-profit organization, a law firm representing five States, one individual, and a subcommittee of a right-of-way organization. The FHWA gratefully acknowledges the effort required to provide comprehensive comments, endorsements, and recommendations relating to the regulation.

Most commenters strongly supported the need to reorganize the regulations. A couple of comments noted that the regulations should not be reorganized and that reorganization could mean additional work for some States which had provided cross references by section number to the FHWA regulations. It was concluded that the advantages of completing a comprehensive rewrite of regulations which are nearly 25 years old outweighed the time and expense of changing cross references. Since the new regulations provide significant revisions, the text of State right-of-way manuals would require some revision in any event.

The NPRM proposed that Federal funds be allowed to participate in all costs necessitated by State law. Most commenters stated that they welcomed the reduction in Federal involvement in State matters and that since State laws varied widely, it made sense to reimburse based on actual State expenditures. Some commenters believed that allowing Federal reimbursement of costs not previously permitted would encourage State legislatures and courts to expand both property damage payments and costs of acquisition, such as, payments of property owners legal fees, court costs, and perhaps loss of business costs. In developing the final rule, the FHWA concluded that neither the FHWA nor STDs may have sufficient resources to monitor a wide variety of State laws and court decisions and that an across-the-board reimbursement of State expenditures required by State law is the most practical and equitable solution.

As the comment of the Vermont STD correctly noted, business loss can partially overlap "damages" and there is great difficulty trying to isolate and separate items in which the FHWA could not previously participate versus items where participation was permitted. Court awards most often do not clearly separate the various elements of damages making it difficult to isolate historically "noncompensable" damages.

Several comments were received suggesting that specific wording should be revised to more closely mirror language used by individual States. In completing the final rule, the FHWA selected language which it believes is best understood and utilized by the majority of the States. Nuances in language can be accommodated in the State procedural manual.

Several comments were received that questioned the procedures for receiving either credit or reimbursement for early acquisitions. These comments typically reflected that the reader believed that the FHWA was too restrictive, and that there should be no impediment to States moving forward to acquire right-of-way and receive reimbursement or credit at a subsequent date. There were also comments that FHWA should advance Federal funds for use in corridor preservation.

At the present time the FHWA believes that TEA-21 offers a great deal of flexibility in considering early acquisition in selected situations. The FHWA was aware of the statutory requirements which must be met in order to obtain either credit or reimbursement at a later date, as well as, lawsuits which have challenged early acquisition approaches and has adopted an approach which it considers prudent, and cautious, while fully implementing the intent of TEA-21. As additional experience is gained in the application of the TEA-21 principles, the FHWA will update the web page for "Questions and Answers" which will be developed continually to facilitate implementation of early acquisition concepts.

A limited number of comments were received questioning the FHWA's determination under the Unfunded Mandates Reform Act that the proposed regulation would result in estimated annual costs of less than $100 million. The regulation as developed should result in a reduction of costs to State, local, or tribal governments since they will not have to maintain staff to conduct surveillance to identify claims for elements of property damage that are not eligible for Federal reimbursement under the old regulation. The reduction in Federal approval actions should also result in cost savings by eliminating the time requirements for such approval.

The final rule also permits reimbursement to States for property acquisition costs and administrative costs which are not now reimbursed, so it is a benefit to those States.

A comment was received questioning the need for a reversionary clause when property is transferred at no cost by an STD to be used for public purposes under title 23, U.S.C. The FHWA concluded that where property to be used for public purposes is transferred at no cost, good stewardship and recognition of the public trust dictates that the property be placed in the use for which the disposal was approved. The reversionary clause is the most effective method to assure that use.

One comment was received concerning the need to insure that FHWA approval is required for the disposal of property at nominal or no costs in exceptional circumstances. Several comments were received suggesting that no FHWA approval for any disposal should be mandated. The requirement for FHWA approval is based on the requirements of 23 U.S.C. 156(b) and remains in the final rule. The rule's intent is that disposals for less than fair market value are to be the exception, rather than the rule. Language has been added encouraging that the criteria for disposals at less than fair market value be clearly stated in the STD manuals.

It is our intent to maintain current program guidance and information in an electronic format with "Questions and Answers" and policy interpretations. Technical air space guidance will also be maintained in this manner. The URL for up-to-date guidance is: http://www.fhwa.dot.gov/realestate/index.htm. This final rule seeks to further clarify and reduce Federal regulatory requirements and to place primary responsibility for a number of approval actions at the State level. The adoption of these regulatory changes impacts other parts of 23 CFR, and in developing the final rule, attention has been given to conforming revisions as necessary. Such other parts include: 23 CFR 130, Subpart D, Advance right-of-way revolving funds; 23 CFR 480, Use and disposition of property previously acquired by States for withdrawn Interstate segments; 23 CFR 620, Subpart B, Relinquishment of highway facilities; 23 CFR 630; 23 CFR 635; and 23 CFR 645.

This final rule substantially revises the order of regulatory materials and completes the process of removing redundant, outdated, and unnecessary content from the existing rule. A unified purpose and applicability statement along with definitions is included in part 710, subpart A of this final rule. This consolidates material now found in several locations of the existing regulations.

The following table highlights the reordering of the content and intended revisions and redesignations for each subpart of the existing regulation:

Old Part, Subpart or Section	New Part, Subpart or Section
Part 130, subpart D	Removed.
Part 480	Removed.
620.202	620.202 [Revised].
620.203(j)	620.203(j) [Revised].
630.106(c)(3)	630.106(c)(3) [Revised].
635.307(b)(3)	635.307(b)(3) [Revised].
645.103(c),645.111(c) and (d), and 645.113(i)	645.103(c), 645,111(c) and (d), and 645.113(i) [Revised].
710, subpart A [Reserved]	710, subpart A [Added].
710, subpart B (§§ 710.201-710.205)	710.201.
710, subpart C (710.301-710.306)	710.203.
712, subpart A [Reserved]	Removed.
712, subpart B (712.201-712.204)	710, subpart C.
712, subpart C [Reserved]	Removed.
712, subpart D (712.401-712.408)	710.105, 710.203.
712, subpart F (712.601-712.606)	710.509.
712, subpart G (712.701-712.703)	Removed.
713, subpart A (713.101-713.103)	710.101-710.103.
713, subpart B (713.201-713.205)	710.405.
713, subpart C (713.301-713.308)	710.407-710.409.

Part and Section Analysis

Part 130, Subpart D—Advance Right-of-Way Revolving Funds

Part 130, subpart D is removed from title 23, CFR, because section 1211 (e) of the TEA-21 eliminated the right-of-way revolving fund.

Part 480—Use and Disposition of Property Previously Acquired by States for Withdrawn Interstate Segments

Part 480 is removed from title 23, CFR, since section 1303 of the TEA-21 now allows States to retain the proceeds for the lease or sale of real estate on Federal projects as long as the proceeds are used for title 23, U.S.C., type projects. Other provisions of part 480 are obsolete.

Part 620, Subpart B—Relinquishment of Highway Facilities

Part 620 is amended to clarify that it is applicable only to transfers of highway facilities for continued highway use. Approvals for other disposals and modifications of access are governed by 23 CFR part 710.

Section 630.106(c)(3)

In § 630.106(c)(3), the reference to "23 CFR part 712" is revised to read "23 CFR part 710" to provide a current reference.

Section 635.307(b)(3)

In § 635.307(b)(3), the reference to "23 CFR 713, subpart A" is revised to read "23 CFR 710.403" to provide a current citation.

Part 645 Utilities

Sections 645.103(c) and 645.111(c) and (d) are amended to revise the reference "23 CFR chapter I, subchapter H, Right-of-Way and Environment" to read "23 CFR 710.203." Section 645.113(i) is amended to revise the reference "23 CFR part 712, the Acquisition Functions" to read "23 CFR 710.503."

Parts 710— Right-of-Way – General; 712—The Acquisition Function; and 713— Right-of-Way – The Property Management Function

Parts 710, 712, and 713 are removed in their entirety, and replaced by six new subparts under a new part 710. The reorganization includes: subpart A—General; subpart B—Program Administration; subpart C—Project Development; subpart D—Real Property Management; subpart E—Property Acquisition Alternatives; and subpart F—Federal Assistance Programs. These new sections clarify the purpose of the regulation and include a new definition section. Detailed requirements and rules have been replaced by a provision that will allow States to include their acquisition process in a State manual to be approved by the FHWA.

This final rule seeks to further clarify and reduce Federal regulatory requirements and to place primary responsibility for a number of approval actions at the State level. It substantially revises the order of regulatory materials and completes the process of removing redundant, outdated, and unnecessary content from the existing rule.

Part 710, Subpart A—General

A unified purpose and applicability statement along with definitions is included in subpart A of this final rule. This consolidates material now found in several locations of the existing regulations.

Part 710, Subpart B— Program Administration

Section 710.201 clarifies that the STD has the overall responsibility to assure compliance with State and Federal laws and regulations. The methods and practices of the STDs are to be specified in ROW operations manuals submitted for approval by the FHWA no later than January 1, 2001, and certified as current every five years thereafter.

State ROW manuals are considered to be a sound basis for implementing appropriate procedures at the State and local level. It is a State responsibility to maintain the manual and complete the various right-of-way phases in accordance with Federal law and regulations. The manual provides a documented reference for use by State ROW personnel, local public agencies, affected individuals, and the FHWA. Alternative methods to achieve program objectives have been explored in developing this final rule, specifically, efforts were made to reduce the level of Federal oversight, required recordkeeping, and

mandated reporting. The FHWA believes that the need for project level surveillance has diminished since the era of the Interstate program when Federal funding was allocated on the basis of the cost to complete the system. Now States receive a fixed allocation of Federal funds based largely on formula. Hence, it is clearly in the States' best interest to use their Federal-aid funds prudently in all areas, including the acquisition, management, and disposition of real property.

Section 710.203(b)(1) expands Federal reimbursement for right-of-way acquisition costs beyond the current limit of "generally compensable" costs. Under former regulations, the States and the Federal government were required to ascertain which types of acquisition costs were generally compensable across the nation and limit Federal reimbursement to those activities. This limits State flexibility, imposes a "one size fits all" philosophy, and creates administrative burdens for both the States and the FHWA. State and Federal staff time devoted to isolating and extracting these costs does not add value to the overall transportation program accomplishments. Moreover, States should have greater discretion in determining the best use of formula-allocated Federal funds for acquisition purposes, as they now have in virtually every other aspect of projects funded with Federal-aid.

Since 1991, the kinds of activities that are eligible for Federal-aid funds have greatly increased, and States have received greatly expanded discretion in the use of Federal-aid funds. This final rule echoes statutory and policy changes that have occurred throughout the rest of the Federal-aid program for the surface transportation program.

Part 710 Subpart C– Project Development

The sections in this subpart were taken from part 712, subpart B and revised to provide a brief chronology of the sequence and actions which are necessary to qualify for Federal-aid funding. Section 710.305 provides new agency requirements mandating that in areas in which Clean Air Act conformity determination has lapsed, special coordination is necessary prior to initiating new projects or continuing activity on existing projects. Section 710.311 includes a new TEA-21 provision which provides that an oversight agreement between the STD and the FHWA must specify responsibility for the review of projects at the plan, specification, and estimate (PS&E) stage.

Part 710, Subpart D—Real Property Management

The sections in this subpart were taken from part 712, subpart B and revised to provide that the STD will charge fair market value for the use or disposal of real estate acquired with title 23, U.S.C., funding. Exceptions to the requirement to collect fair market value or rent may be approved by the FHWA. The air rights guidelines are to be maintained on the Internet. The STD may retain the Federal share of rental and disposal proceeds if used for projects eligible under title 23, U.S.C.

Section 710.401 provides that property disposals or any other use of right-of-way along the Interstate requires the STD to obtain FHWA concurrence, but this would no longer be required for non-Interstate highways. Instead, the STD ROW manual would specify procedures for the leasing, maintenance and disposal of property rights, including access control.

Section 710.403(e) of the final rule includes a TEA-21 provision that the Federal share of proceeds from the sale or lease of real estate originally acquired as part of a Federal-aid project (not limited to airspace) could be retained by the STD, if used for projects that would be eligible for funding under title 23, U.S.C. Section 710.403(d) of the final rule requires that, with certain exceptions, the STD charge fair market value for the sale or lease of real property if the property was acquired with Federal assistance made available from the highway trust fund. This reflects the provision of 23 U.S.C. 156, as amended by section 1303 of TEA-21. This revision reduces administrative burdens on States and the FHWA and gives States and local governments greater flexibility in use of funds, while also protecting Federal interests by ensuring funds are used on purposes permitted under title 23, U.S.C. This procedure applies to all disposals, including surplus property from withdrawn Interstate projects, processed subsequent to June 9, 1998, the effective date of TEA-21. Under the rule, income from all property uses and dispositions is treated in a uniform manner.

The final rule in § 710.405 continues to specify procedures the States will be required to follow in use of airspace on the Interstate facilities which have received funding under title 23, U.S.C., in any way. However, these airspace requirements will no longer be mandated for non-Interstate highways.

The final rule in § 710.405 relocates a significant amount of detail relating to the management of airspace. The detailed provisions for airspace, particularly the detailed geometric requirements for the use of property over or under a highway, will be developed and updated through an airspace technical guidance document. An advantage of an airspace technical guidance document is that it is easier to update.

Part 710, Subpart E—Property Acquisition Alternatives

The sections in this subpart were taken from part 712, subparts E and F. Subpart G relating to the right-of-way revolving fund is removed since TEA-21 eliminated the revolving fund.

The final rule in § 710.501 also includes a TEA-21 provision (section 1301) that the value of property acquired by State or local governments before project agreement could be credited toward the State share of project cost, as long as certain conditions, including those relating to the environmental process, have been met. Prior to TEA-21, private property donated to a Federal project could be credited to the non-Federal share, but no such credit was permitted for publicly-owned property. The regulation fulfills TEA-21 statutory provisions by allowing a State credit toward the non-Federal share of the cost of a project, and mandating the credit in the case of locally-owned property. The conditions which must be met to allow the credit would include careful observance of the environmental process.

As a basis for protective buying, significant increased cost may be used as a justification under § 710.503(b).

The final rule in §§ 710.505 and 710.507 contains separate sections for property donations by private parties and contributions by State or local governments to clearly distinguish between these distinct actions, both of which can generate credits for the State or local matching share of a project.

The final rule in § 710.513(b) clarifies that where property is to be used for environmental mitigation or environmental banking, the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Public Law 91-645, 84 Stat. 1894, as amended) apply in the acquisition of the property.

In general, FHWA approval actions in § 710.409 and 710.405 for disposal of property and use of air space were revised in the final rule to more closely parallel the assumptions of responsibilities principles, as outlined in section 1305 of TEA-21 to stress FHWA approval actions on the Interstate system.

Part 710, Subpart F—Federal Assistance Programs

Sections 710.601 and 710.603 were taken from part 712, subpart F and revised to provide updated references to new legislation and to conform the regulatory references to this final rule.

Part 712—The Acquisition Function

Part 712 is removed from title 23, CFR. The provisions of current part 712, subpart B, concerning general provisions and project procedures are relocated and revised as new part 710, subpart C, project development.

We are removing current part 712, subparts A and C (empty reserved slots) and G, right-of-way revolving fund. Subpart G was eliminated by section 1211(e) of the TEA-21. The revolving fund was a pool of money that could be used by States to acquire right-of-way in advance of the time that State funding was available.

The information in current part 712, subpart D regarding administrative and legal settlements and court awards is relocated to new §§ 710.105 (Definitions) and 710.203 (Funding and reimbursement).

Federal land transfers and direct Federal acquisition policies and procedures found in current part 712, subpart E are relocated to new part 710, subpart F (Federal assistance programs), §§ 710.601 and 710.603.

Current part 712, subpart F, concerning functional replacement of real property in public ownership is relocated to new part 710, subpart E, specifically § 710.509.

A major objective of the final rule is to reorder the regulation so that it follows the same sequence as the development and implementation of a Federal-aid project. This rearrangement in chronological order should aid the public and State transportation departments (STD) in effectively using the regulation.

The final rule also clarifies the State-Federal partnership, which is not considered a major or significant change.

Part 713—Right-of-Way—The Property Management Function

Part 713 is removed from title 23, CFR. Current subpart A concerning purpose, applicability, policies and procedures of property management are relocated to new part 710, subpart A (§§ 710.101 and 710.103) and included in the general statement for real property.

Current part 713, subpart B regarding management of airspace on Federal-aid highway systems for non-highway purposes is relocated to new part 710 at § 710.405 (air rights on the Interstate). The FHWA approval for the use of airspace is limited to Interstate projects. Disposal of rights-of-way provisions found in current part 713, subpart C are relocated to new part 710, subpart D (real property management) at §§ 710.407 (leasing) and 710.409 (disposals). This section clarifies that income received by the STDs may be retained when used for projects eligible under title 23, U.S.C.

Provisions relating to the real estate issues contained in sections 1301 and 1303 of the TEA-21 have been incorporated into these regulations, notably: (1) Allowing credit to the non-Federal share when a State or local government contributes land to a project; (2) allowing States to retain income from sale or lease of real property, as long as the income is used for projects eligible under title 23, U.S.C.; and (3) eliminating the right-of-way revolving fund and clarifying credit for private property donations.

Rulemaking Analyses and Notices

All comments received before the close of business on March 24, 1999, were considered in developing the final rule and late comments were considered to the extent practicable. The comments are available for examination using docket number FHWA 98-4315 in the docket room at the above address or via the electronic addresses provided above.

Executive Order 12866 (Regulatory Planning and Review) and DOT Regulatory Policies and Procedures

The FHWA has determined that this action is not a significant regulatory action within the meaning of Executive Order 12866, nor is it a significant regulatory action within the Department of Transportation's regulatory policies and procedures. The economic impact of this rulemaking will be minimal; therefore, a full regulatory evaluation is not required. The FHWA does not consider this action to be significant because these regulations simplify, clarify, reorganize, and/or eliminate existing requirements. The procedures would simply implement current law and eliminate constraints on FHWA reimbursement for certain right-of-way expenditures when those expenditures are made under provisions of State law. Neither the individual nor cumulative impact of this action is significant because this rule does not alter the funding levels available to the States for Federal or federally-assisted programs covered by the TEA-21.

Regulatory Flexibility Act

In compliance with the Regulatory Flexibility Act (5 U.S.C. 601-612), the agency has evaluated the effects of this rule on small entities, such as local agencies and businesses. This action would merely update and clarify existing procedures. Also, this rule reduces Federal regulatory requirements and allows State procedures to be utilized. Local entities could also adopt State procedures for advancing Federal-aid projects under the State transportation plan. Accordingly, the FHWA certifies that this action would not have a significant economic impact on a substantial number of small entities.

Environmental Impact

The FHWA has also analyzed this action for the purpose of the National Environmental Policy Act (42 U.S.C. 4321 et seq.), and concludes that this action will not have any effect on the quality of the human and natural environment.

Executive Order 13132 (Federalism)

This action has been analyzed in accordance with the principles and criteria contained in Executive Order 13132, dated August 4, 1999, and it has been determined this action does not have a substantial direct effect or sufficient federalism implications on States that would limit the policymaking discretion of the States. Nothing in this document directly preempts any State law or regulation.

Executive Order 12372 (Intergovernmental Review)

Catalog of Federal Domestic Assistance Program Number 20.205, Highway Planning and Construction. The regulations implementing Executive Order 12372 regarding intergovernmental consultation on Federal programs and activities apply to this program.

Unfunded Mandates Reform Act of 1995

This rule does not impose a Federal mandate resulting in the expenditure by State, local, and tribal governments, in the aggregate, or by the private sector, of $100 million or more in any one year. (2 U.S.C.1531 et seq.).

Paperwork Reduction Act

Under the Paperwork Reduction Act of 1995 (PRA), 49 U.S.C. 3501-3520, Federal agencies must determine whether requirements contained in rulemaking are subject to the information collection provisions of the PRA.

The FHWA has determined that this final rule places a requirement on the STDs, for Right-of-Way Manuals, that requires Office of Management and Budget (OMB) approval.

The FHWA is allowing STDs to develop and submit the manuals by January 1, 2001. The FHWA estimates the annual burden of this requirement is approximately 4,000 hours on a national basis.

A request for OMB approval of the manual requirement will be submitted in the near future.

Executive Order 12988 (Civil Justice Reform)

This action meets applicable standards in sections 3(a) and 3(b)(2) of Executive Order 12988, Civil Justice Reform, to minimize litigation, eliminate ambiguity, and reduce burden.

Executive Order 13045 (Protection of Children)

We have analyzed this action under Executive Order 13045, Protection of Children from Environmental Health Risks and Safety Risks. This rule is not an economically significant rule and does not concern an environmental risk to health or safety that may disproportionately affect children.

Executive Order 12630 (Taking of Private Property)

This rule will not effect a taking of private property or otherwise have taking implications under Executive Order 12630, Governmental Actions and Interference with Constitutionally Protected Property Rights.

Regulation Identification Number

A regulation identification number (RIN) is assigned to each regulatory action listed in the Unified Agenda of Federal Regulations. The Regulatory Information Service Center publishes the Unified Agenda in April and October of each year. The RIN contained in the heading of this document can be used to cross reference this action with the Unified Agenda.

Note: These Regulations and Statutes were printed in June 2001. You should check our website: http://www.fhwa.dot.gov/realestate/ for the most current copy of the regulations and statutes.

List of Subjects

23 CFR Part 130

Grant programs—transportation, Highways and roads, Real property acquisition, Rights-of-way, Reporting and recordkeeping requirements.

23 CFR Part 480

Grant programs—transportation, Highways and roads, Intergovernmental relations, Mass transportation, Rights-of-way, Reporting and recordkeeping requirements.

23 CFR Part 620

Grant programs — transportation, Highways and roads, Rights-of-way.

23 CFR Part 630

Government contracts, Grant programs — transportation, Highways and roads, Project authorization, Reporting and recordkeeping requirements.

23 CFR Part 635

Grant programs—transportation, Highways and roads, Real property acquisition, Reporting and recordkeeping requirements.

23 CFR Part 645

Grant programs—transportation, Highways and roads, Rights-of-way, Utilities.

23 CFR Parts 710, 712, and 713

Grant programs—transportation, Highways and roads, Real property acquisition, Rights-of-way, Reporting and recordkeeping requirements.

For the reasons stated in the preamble, and under the authority of 23 U.S.C. 107, 108, 111, and 315, the FHWA amends 23 CFR chapter I as set forth below:

PART 130 — [Removed]

1. Remove part 130.

PART 480 — [Removed]

2. Remove part 480.

PART 620 — [Amended]

3. The authority citation for part 620 continues to read as follows:
Authority: 23 U.S.C. 315 and 318; 49 CFR 1.48; and 23 CFR 1.32.

4. Revise § 620.202 to read as follows:

§ 620.202 Applicability.

The provisions of this section apply to highway facilities where Federal-aid funds have participated in either right-of-way or physical construction costs of a project. The provisions of this section apply only to relinquishment of facilities for continued highway purposes. Other real property disposals and modifications or disposal of access rights are governed by the requirements of 23 CFR part 710.

5. Revise § 620.203(j) to read as follows:

§ 620.203 Procedures.

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(j) If a relinquishment is to a Federal, State, or local government agency for highway purposes, there need not be a charge to the said agency, nor in such event any credit to Federal funds. If for any reason there is a charge, the STD may retain the Federal share of the proceeds if used for projects eligible under title 23, U.S.C.

PART 630 — [Amended]

6. Revise the authority citation for part 630 to read as follows:
Authority: 23 U.S.C. 105, 106, 109, 115, 315, 320, and 402(a); 23 CFR 1.32; 49CFR1.48(b).

§ 630.106 — [Amended]

7. Amend § 630.106(c)(3) by replacing the citation "23 CFR part 712" with "23 CFR part 710".

PART 635 — [Amended]

8. Revise the authority citation for part 635 to read as follows:
Authority: 23 U.S.C. 101(note), 109, 112, 113, 114, 116, 119, 128, and 315; 31 U.S.C. 6505; 42 U.S.C. 3334, 4601 et seq.; sec. 1041(a), Pub. L. 102-240, 105 Stat. 1914; 23 CFR 1.32; 49 CFR 1.48(b)

§ 635.307 — [Amended]

9. Amend § 635.307(b)(3) by replacing the citation "23 CFR part 713, subpart A" with "23 CFR 710.403".

PART 645 — [Amended]

10. The authority citation for part 645 continues to read as follows:
Authority: 23 U.S.C. 101, 109, 111, 116, 123, and 315; 23 CFR 1.23 and 1.27; 49 CFR 1.48(b); and E.O. 11990, 42 FR 26961 (May 24, 1977).

§§ 645.103, 645.111, and 645.113 — [Amended]

11. Amend §§ 645.103(c) and 645.111(c) and (d) by replacing the words "23 CFR chapter 1, subchapter H, Right-of-Way and Environment" with the words "23 CFR 710.203"; and amend § 645.113 (i) by replacing the words "23 CFR part 712, the Acquisition Functions" with the citation "23 CFR 710.503".

PART 712 — [Removed]

12. Remove part 712.

PART 713 — [Removed]

13. Remove part 713.

14. Revise part 710 to read as follows:

PART 710 — RIGHT-OF-WAY AND REAL ESTATE

Subpart A — General

Sec.
710.101 Purpose.
710.103 Applicability.
710.105 Definitions.

Subpart B — Program Administration

Sec.
710.201 State responsibilities.
710.203 Funding and reimbursement.

Subpart C — Project Development

Sec.
710.301 General.
710.303 Planning.
710.305 Environmental analysis.
710.307 Project agreement.
710.309 Acquisition.
710.311 Construction advertising.

Subpart D — Real Property Management

Sec.
710.401 General.
710.403 Management.
710.405 Air rights on the Interstate
710.407 Leasing.
710.409 Disposals.

Subpart E — Property Acquisition Alternatives

Sec.

710.501 Early acquisition.
710.503 Protective buying and hardship acquisition.
710.505 Real property donations.
710.507 State and local contributions.
710.509 Functional replacement of real property in public ownership.
710.511 Transportation enhancements.
710.513 Environmental mitigation.

Subpart F — Federal Assistance Programs

Sec.

710.601 Federal land transfer.
710.603 Direct Federal acquisition.

AUTHORITY: 23 U.S.C. 101(a), 107, 108, 111, 114, 133, 142(f), 145, 156, 204, 210, 308, 315, 317, and 323; 42 U.S.C. 2000d et seq., 4633, 4651-4655; 49 CFR 1.48(b) and (cc), 18.31, and parts 21 and 24; 23 CFR 1.32.

Subpart A — General

§ 710.101 Purpose.

The primary purpose of these requirements is to ensure the prudent use of Federal funds under title 23, U.S.C., in the acquisition, management, and disposal of real property. In addition to the requirements of this part, other real property related provisions apply and are found at 49 CFR part 24.

§ 710.103 Applicability.

This part applies whenever Federal assistance under title 23, U.S.C., is used. The regulation applies to programs administered by the Federal Highway Administration. Where Federal funds are transferred to other Federal agencies to administer, those agencies' procedures may be utilized. Additional guidance is available electronically at the FHWA Real Estate services website: http://www.fhwa.dot.gov/realestate/index.htm

§ 710.105 Definitions.

(a) Terms defined in 49 CFR part 24, and 23 CFR part 1 have the same meaning where used in this part, except as modified herein.

(b) The following terms where used in this part have the following meaning:

Access rights means the right of ingress to and egress from a property that abuts a street or highway.

Acquiring agency means a State agency, other entity, or person acquiring real property for title 23, U.S.C., purposes.

Acquisition means activities to obtain an interest in, and possession of, real property.

Air rights means real property interests defined by agreement, and conveyed by deed, lease, or permit for the use of airspace.

Airspace means that space located above and/or below a highway or other transportation facility's established grade line, lying within the horizontal limits of the approved right-of-way or project boundaries.

Damages means the loss in value attributable to remainder property due to severance or consequential damages, as limited by State law, that arise when only part of an owner's property is acquired.

Disposal means the sale of real property or rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23, U.S.C.

Donation means the voluntary transfer of privately owned real property for the benefit of a public transportation project without compensation or with compensation at less than fair market value.

Early acquisition means acquisition of real property by State or local govern-ments in advance of Federal authorization or agreement.

Easement means an interest in real property that conveys a right to use a portion of an owner's property or a portion of an owner's rights in the property.

NHS means the National Highway System as defined in 23 U.S.C. 103(b).

Oversight agreement means the project approval and agreement concluded between the State and the FHWA to outline which projects will be monitored at the plans, specifications, and estimate stage by FHWA as required by 23 U.S.C. 106(c)(3).

Real property means land and any improvements thereto, including but not limited to, fee interests, easements, air or access rights, and the rights to control use, leasehold, and leased fee interests.

Relinquishment means the conveyance of a portion of a highway right-of-way or facility by a State highway department to another government agency for continued transportation use. (See 23 CFR part 620, subpart B.)

Right-of-way means real property and rights therein used for the construction, operation, or maintenance of a transportation or related facility funded under title 23, U.S.C.

Settlement means the result of negotiations based on fair market value in which the amount of just compensation is agreed upon for the purchase of real property or an interest therein. This term includes the following:

(1) An administrative settlement is a settlement reached prior to filing a condemnation proceeding based on value related evidence, administrative consideration, or other factors approved by an authorized agency official.

(2) A legal settlement is a settlement reached by a responsible State legal representative after filing a condemnation proceeding, including stipulated settlements approved by the court in which the condemnation action had been filed.

(3) A court settlement or court award is any decision by a court that follows a contested trial or hearing before a jury, commission, judge, or other legal entity having the authority to establish the amount of compensation for a taking under the laws of eminent domain.

State agency means a department, agency, or instrumentality of a State or of a political subdivision of a State; any department, agency, or instrumentality of two or more States or of two or more political subdivisions of a State or States; or any person who has the authority to acquire property by eminent domain, for public purposes, under State law.

State transportation department (STD) means the State highway department, transportation department, or other State transportation agency or commission to which title 23, U.S.C., funds are apportioned.

Uneconomic remnant means a remainder property which the acquiring agency has determined has little or no utility or value to the owner.

Uniform Act means the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Public Law 91-646, 84 Stat. 1894), and the implementing regulations at 49 CFR part 24.

Subpart B — Program Administration

§ 710.201 State responsibilities.

(a) Organization. Each STD shall be adequately staffed, equipped, and organized to discharge its real property-related responsibilities.

(b) Program oversight. The STD shall have overall responsibility for the acquisition, management, and disposal of real property on Federal-aid projects. This responsibility shall include assuring that acquisitions and disposals by a State agency are made in compliance with legal requirements of State and Federal laws and regulations.

(c) Right-of-way (ROW) operations manual. Each STD which receives funding from the highway trust fund shall maintain a manual describing its right-of-way organization, policies, and procedures. The manual shall describe functions and procedures for all phases of the real estate program, including appraisal and appraisal review, negotiation and eminent domain, property management, and relocation assistance. The manual shall also specify procedures to prevent conflict of interest and avoid fraud, waste, and abuse. The manual shall be in sufficient detail and depth to guide State employees and others involved in acquiring and managing real property. The State manuals should be developed and updated, as a minimum, to meet the following schedule:

(1) The STD shall prepare and submit for approval by FHWA an up-to-date Right-of-Way Operations Manual by no later than January 1, 2001.

(2) Every five years thereafter, the chief administrative officer of the STD shall certify to the FHWA that the current ROW operations manual conforms to existing practices and contains necessary procedures to ensure compliance with Federal and State real estate law and regulation.

(3) The STD shall update the manual periodically to reflect changes in operations and submit the updated materials for approval by the FHWA.

(d) Compliance responsibility. The STD is responsible for complying with current FHWA requirements whether or not its manual reflects those requirements.

(e) Adequacy of real property interest. The real property interest acquired for all Federal-aid projects funded pursuant to title 23, U.S.C., shall be adequate for the construction, operation, and maintenance of the resulting facility and for the protection of both the facility and the traveling public.

(f) Recordkeeping. The acquiring agency shall maintain adequate records of its acquisition and property management activities.

(1) Acquisition records, including records related to owner or tenant displacements, and property inventories of improvements acquired shall be in sufficient detail to demonstrate compliance with this part and 49 CFR part 24. These records shall be retained at least 3 years from either:

(i) The date the State receives Federal reimbursement of the final payment made to each owner of a property and to each person displaced from a property, or

(ii) The date a credit toward the Federal share of a project is approved based on early acquisition activities of the State.

(2) Property management records shall include inventories of real property considered excess to project needs, all authorized uses of airspace, and other leases or agreements for use of real property managed by the STD.

(g) Procurement. Contracting for all activities required in support of State right-of-way programs through use of private consultants and other services shall conform to 49 CFR 18.36.

(h) Use of other public land acquisition organizations or private consultants. The STD may enter into written agreements with other State, county, municipal, or local public land acquisition organizations or with private consultants to carry out its authorities under paragraph (b) of this section. Such organizations, firms, or individuals must comply with the policies and practices of the STD. The STD shall monitor any such real property acquisition activities to assure compliance with State and Federal law and requirements and is responsible for informing such organizations of all such requirements and for imposing sanctions in cases of material non-compliance.

(i) Approval actions. Except for the Interstate system, the STD and the FHWA will agree on the scope of property related oversight and approval actions that the FHWA will be responsible for under this part. The content of the most recent oversight agreement shall be reflected in the State right-of-way operations manual. The oversight agreement, and thus the manual, will indicate for which non-Interstate Federal-aid project submission of materials for review and approval are required.

(j) Approval of just compensation. The amount determined to be just compensation shall be approved by a responsible official of the acquiring agency.

(k) Description of acquisition process. The STD shall provide persons affected by projects or acquisitions advanced under title 23, U.S.C., with a written description of its real property acquisition process under State law and of the owner's rights, privileges, and obligations. The description shall be written in clear, non-technical language and, where appropriate, be available in a language other than English.

§ 710.203 Funding and reimbursement.

(a) General conditions. The following conditions are a prerequisite to Federal participation in the costs of acquiring real property except as provided in § 710.501 for early acquisition:

(1) The project for which the real property is acquired is included in an approved Statewide Transportation Improvement Program (STIP);

(2) The State has executed a project agreement;

(3) Preliminary acquisition activities, including a title search and preliminary property map preparation necessary for the completion of the environmental process, can be advanced under preliminary engineering prior to National Environmental Policy Act (NEPA) (42 U.S.C. 4321 et seq.) clearance, while other work involving contact with affected property owners must normally be deferred until after NEPA approval, except as provided in 23 CFR 710.503 for protective buying and hardship acquisition; and in 23 CFR 710.501, early acquisition. Appraisal completion may be authorized as preliminary right-of-way activity prior to completion of the environmental document; and

(4) Costs have been incurred in conformance with State and Federal law requirements.

(b) Direct eligible costs. Federal participation in real property costs is limited to the costs of property incorporated into the final project and the associated direct costs of acquisition, unless provided otherwise. Participation is provided for:

(1) Real property acquisition. Usual costs and disbursements associated with real property acquisition required under the laws of the State, including the following:

(i) The cost of contracting for private acquisition services or the cost associated with the use of local public agencies.

(ii) The cost of acquisition activities, such as, appraisal, appraisal review, cost estimates, relocation planning, right-of-way plan preparation, title work, and similar necessary right-of-way related work.

(iii) The cost to acquire real property, including incidental expenses.

(iv) The cost of administrative settlements in accordance with 49 CFR 24.102(i), legal settlements, court awards, and costs incidental to the condemnation process.

(v) The cost of minimum payments and appraisal waiver amounts included in the State approved manual.

(2) Relocation assistance and payments. Payments made incidental to and associated with the displacement from acquired property under 49 CFR part 24.

(3) Damages. The cost of severance and/or consequential damages to remaining real property resulting from a partial acquisition, actual or constructive, of real property for a project based on elements compensable under applicable State law.

(4) Property management. The net cost of managing real property prior to and during construction to provide for maintenance, protection, and the clearance and disposal of improvements until final project acceptance.
(5) Payroll-related expenses and technical guidance. Salary and related expenses of employees of an acquiring agency are eligible costs in accordance with OMB Circular A-87. This includes State costs incurred for managing or providing technical guidance, consultation or oversight on projects where right-of-way services are performed by a political subdivision or others.
(6) Property not incorporated into a project funded under title 23,U.S.C. The cost of property not incorporated into a project may be eligible for reimbursement in the following circumstances:
(i) General. Costs for construction material sites, property acquisitions to a logical boundary, or for eligible transportation enhancement, sites for disposal of hazardous materials, environmental mitigation, environmental banking activities, or last resort housing.
(ii) Easements not incorporated into the right-of-way. The cost of acquiring easements outside the right-of-way for permanent or temporary use.
(7) Uneconomic remnants. The cost of uneconomic remnants purchased in connection with the acquisition of a partial taking for the project as required by the Uniform Act.
(8) Access rights. Payment for full or partial control of access on an existing highway (i.e., one not on a new location), based on elements compensable under applicable State law. Participation does not depend on another real property interest being acquired or on further construction of the highway facility.
(9) Utility and railroad property.
(i) The cost to replace operating real property owned by a displaced utility or railroad and conveyed to an STD for a highway project, as provided in 23 CFR part 140, subpart I, Reimbursement for Railroad Work, and 23 CFR 645, Subpart A, Utility Relocations, Adjustments and Reimbursement, and 23 CFR 646, Subpart B, Railroad-Highway Projects.
(ii) Participation in the cost of acquiring non-operating utility or railroad real property shall be in the same manner as that used in the acquisition of other privately owned property.
(c) Withholding payment. The FHWA may withhold payment under the conditions in 23 CFR 1.36 where the State fails to comply with Federal law or regulation, State law, or under circumstances of waste, fraud, and abuse.
(d) Indirect costs. Indirect costs may be claimed under the provisions of OMB Circular A-87. Indirect costs may be included on Federal-aid billings after the indirect cost rate has been approved by FHWA.

Subpart C — Project Development

§ 710.301 General.

The project development process typically follows a sequence of actions and approvals in order to qualify for funding. The key steps in this process are provided in this subpart.

§ 710.303 Planning.

State and local governments conduct metropolitan and statewide planning to develop coordinated, financially constrained system plans to meet transportation needs for local and statewide systems, under FHWA's planning regulations contained in 23 CFR part 450. In addition, air quality non-attainment areas must meet the requirements of the U.S. EPA Transportation conformity regulations (40 CFR parts 51 and 93). Projects must be included in an approved State Transportation Improvement Program (STIP) in order to be eligible for Federal-aid funding.

§ 710.305 Environmental analysis.

The National Environmental Policy Act (NEPA) process, as described in FHWA's NEPA regulations in 23 CFR part 771, normally must be conducted and concluded with a record of decision (ROD) or equivalent before Federal funds can be placed under agreement for acquisition of right-of-way. Where applicable, a State also must complete Clean Air Act (42 U.S.C. 7401 et seq.) project level conformity analysis. In areas in which the Clean Air Act conformity determination has lapsed, acquiring agencies must coordinate with Federal Highway Administration for special instructions prior to initiating new projects or continuing activity on existing projects. At the time of processing an environmental document, a State may request reimbursement of costs incurred for early acquisition, provided conditions prescribed in 23 U.S.C. 108(c) and 23 CFR 710.501, are satisfied.

§ 710.307 Project agreement.

As a condition of Federal-aid, the STD shall obtain FHWA authorization in writing or electronically before proceeding with any real property acquisitions, including hardship acquisition and protective buying (see 23 CFR 710.503). The STD must prepare a project agreement in accordance with 23 CFR part 630, subpart C. The agreement shall be based on an acceptable estimate for the cost of acquisition. On projects where the initial project agreement was executed after June 9, 1998, a State may request credit toward the non-Federal share, for early acquisitions, donations, or other contributions applied to the project provided conditions in 23 U.S.C. 323 and 23 CFR 710.501, are satisfied.

§ 710.309 Acquisition.

The process of acquiring real property includes appraisal, appraisal review, establishing just compensation, negotiations, administrative and legal settlements, and condemnation. The State shall conduct acquisition and related relocation activities in accordance with 49 CFR part 24.

§ 710.311 Construction advertising.

The State must manage real property acquired for a project until it is required for construction. Clearance of improvements can be scheduled during the acquisition phase of the project using sale/removal agreements, separate demolition contracts, or be included as a work item in the construction contract. On Interstate projects, prior to advertising for construction, the State shall develop ROW availability statements and certifications related to project acquisitions as required by 23 CFR 635.309. For non-Interstate projects, the oversight agreement must specify responsibility for the review and approval of the ROW availability statements and certifications. Generally, for non-NHS projects, the State has full responsibility for determining that right-of-way is available for construction.

Subpart D —Real Property Management

§ 710.401 General.

This subpart describes the acquiring agency's responsibilities to control the use of real property required for a project in which Federal funds participated in any phase of the project. Prior to allowing any change in access control or other use or occupancy of acquired property along the Interstate, the STD shall secure an approval from the FHWA for such change or use. The STD shall specify in the State's ROW operations manual, procedures for the rental, leasing, maintenance, and disposal of real property acquired with title 23, U.S.C., funds. The State shall assure that local agencies follow the State's approved procedures, or the local agencies own procedures if approved for use by the STD.

§ 710.403 Management.

(a) The STD must assure that all real property within the boundaries of a federally-aided facility is devoted exclusively to the purposes of that facility and is preserved free of all other public or private alternative uses, unless such alternative uses are permitted by Federal regulation or the FHWA. An alternative use must be consistent with the continued operation, maintenance, and safety of the facility, and such use shall not result in the exposure of the facility's users or others to hazards.
(b) The STD shall specify procedures in the State manual for determining when a real property interest is no longer needed. These procedures must provide for coordination among relevant STD organizational units, including maintenance, safety, design, planning, right-of-way, environment, access management, and traffic operations.

(c) The STD shall evaluate the environmental effects of disposal and leasing actions requiring FHWA approval as provided in 23 CFR part 771.

(d) Acquiring agencies shall charge current fair market value or rent for the use or disposal of real property interests, including access control, if those real property interests were obtained with title 23, U.S.C., funding, except as provided below. Since property no longer needed for a project was acquired with public funding, the principle guiding disposal would normally be to sell the property at fair market value and use the funds for transportation purposes. The term fair market value as used for acquisition and disposal purposes is as defined by State statute and/or State court decisions. Exceptions to the general requirement for charging fair market value may be approved in the following situations:

(1) With FHWA approval, when the STD clearly shows that an exception is in the overall public interest for social, environmental, or economic purposes; nonproprietary governmental use; or uses under 23 U.S.C. 142(f), Public Transportation. The STD manual may include criteria for evaluating disposals at less than fair market value. Disposal for public purposes may also be at fair market value. The STD shall submit requests for such exceptions to the FHWA in writing.

(2) Use by public utilities in accordance with 23 CFR part 645.

(3) Use by Railroads in accordance with 23 CFR part 646.

(4) Use for Bikeways and pedestrian walkways in accordance with 23 CFR part 652.

(5) Use for transportation projects eligible for assistance under title 23, U.S.C.

(e) The Federal share of net income from the sale or lease of excess real property shall be used by the STD for activities eligible for funding under title 23, U.S.C. Where project income derived from the sale or lease of excess property is used for subsequent title 23 projects, use of the income does not create a Federal-aid project.

(f) No FHWA approval is required for disposal of property which is located outside of the limits of the right-of-way if Federal funds did not participate in the acquisition cost of the property.

(g) Highway facilities in which Federal funds participated in either the right-of-way or construction may be relinquished to another governmental agency for continued highway use under the provisions of 23 CFR 620, subpart B.

§ 710.405 Air rights on the Interstate.

(a) The FHWA policies relating to management of airspace on the Interstate for non-highway purposes are included in this section. Although this section deals specifically with approval actions on the Interstate, any use of airspace contemplated by a STD must assure that such occupancy, use, or reservation is in the public interest and does not impair the highway or interfere with the free and safe flow of traffic as provided in 23 CFR 1.23.

(1) This subpart applies to Interstate facilities which received title 23, U.S.C., assistance in any way.

(2) This subpart does not apply to the following:

(i) Non-Interstate highways.

(ii) Railroads and public utilities which cross or otherwise occupy Federal- aid highway right-of-way.

(iii) Relocations of railroads or utilities for which reimbursement is claimed under 23 CFR part 140, subparts E and H.

(iv) Bikeways and pedestrian walkways as covered in 23 CFR part 652.

(b) A STD may grant rights for temporary or permanent occupancy or use of Interstate system airspace if the STD has acquired sufficient legal right, title, and interest in the right-of-way of a federally assisted highway to permit the use of certain airspace for non-highway purposes; and where such airspace is not required presently or in the foreseeable future for the safe and proper operation and maintenance of the highway facility. The STD must obtain prior FHWA approval, except for paragraph (c) of this section.

(c) An STD may make lands and rights-of-way available without charge to a publicly owned mass transit authority for public transit purposes whenever the public interest will be served, and where this can be accomplished without impairing automotive safety or future highway improvements

(d) An individual, company, organization, or public agency desiring to use airspace shall submit a written request to the STD. If the STD recommends approval, it shall forward an application together with its recommendation and any necessary supplemental information including the proposed airspace agreement to the FHWA. The submission shall affirmatively provide for adherence to all policy requirements contained in this subpart and conform to the provisions in the FHWA's Airspace Guidelines at: http://www.fhwa.dot.gov/realestate/index.htm.

§ 710.407 Leasing.

(a) Leasing of real property acquired with title 23, U.S.C., funds shall be covered by an agreement between the STD and lessee which contains provisions to insure the safety and integrity of the federally funded facility. It shall also include provisions governing lease revocation, removal of improvements at no cost to the FHWA, adequate insurance to hold the State and the FHWA harmless, nondiscrimination, access by the STD and the FHWA for inspection, maintenance, and reconstruction of the facility.

(b) Where a proposed use requires changes in the existing transportation facility, such changes shall be provided without cost to Federal funds unless otherwise specifically agreed to by the STD and the FHWA.

(c) Proposed uses of real property shall conform to the current design standards and safety criteria of the Federal Highway Administration for the functional classification of the highway facility in which the property is located.

§ 710.409 Disposals.

(a) Real property interests determined to be excess to transportation needs may be sold or conveyed to a public entity or to a private party in accordance with § 710.403(c).

(b) Federal, State, and local agencies shall be afforded the opportunity to acquire real property interests considered for disposal when such real property interests have potential use for parks, conservation, recreation, or related purposes, and when such a transfer is allowed by State law. When this potential exists, the STD shall notify the appropriate resource agencies of its intentions to dispose of the real property interests. The notifications can be accomplished by placing the appropriate agencies on the States' disposal notification listing.

(c) Real property interests may be retained by the STD to restore, preserve, or improve the scenic beauty and environmental quality adjacent to the transportation facility.

(d) Where the transfer of properties to other agencies at less than fair market value for continued public use is clearly justified as in the public interest and approved by the FHWA, the deed shall provide for reversion of the property for failure to continue public ownership and use. Where property is sold at fair market value no reversion clause is required. Disposal actions described in 23 CFR 710.403(d)(1) for less than fair market value require a public interest determination and FHWA approval, consistent with that section.

Subpart E — Property Acquisition Alternatives

§ 710.501 Early acquisition.

(a) Real property acquisition. The State may initiate acquisition of real property at any time it has the legal authority to do so based on program or project considerations. The State may undertake early acquisition for corridor preservation, access management, or other purposes.

(b) Eligible costs. Acquisition costs incurred by a State agency prior to executing a project agreement with the FHWA are not eligible for Federal-aid reimbursement. However, such costs may become eligible for use as a credit towards the State's share of a Federal-aid project if the following conditions are met:

(1) The property was lawfully obtained by the State;
(2) The property was not land described in 23 U.S.C. 138;
(3) The property was acquired in accordance with the provisions of 49 CFR part 24;
(4) The State complied with the requirements of title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d-2000d-4);
(5) The State determined and the FHWA concurs that the action taken did not influence the environmental assessment for the project, including:
(i) The decision on need to construct the project;
(ii) The consideration of alternatives; and
(iii) The selection of the design or location; and
(6) The property will be incorporated into a Federal-aid project.
(7) The original project agreement covering the project was executed on or after June 9, 1998.

(c) Reimbursement. In addition to meeting all provisions in paragraph (b) of this section, the FHWA approval for reimbursement for early acquisition costs, including costs associated with displacement of owners or tenants, requires the STD to demonstrate that:
(1) Prior to acquisition, the STD made the certifications and determinations required by 23 U.S.C. 108(c)(2)(C) and (D); and
(2) The STD obtained concurrence from the Environmental Protection Agency in the findings made under paragraph (b)(5) of this section regarding the NEPA process.

§ 710.503 Protective buying and hardship acquisition.

(a) General conditions. Prior to the STD obtaining final environmental approval, the STD may request FHWA agreement to provide reimbursement for advance acquisition of a particular parcel or a limited number of parcels, to prevent imminent development and increased costs on the preferred location (Protective Buying), or to alleviate hardship to a property owner or owners on the preferred location (Hardship Acquisition), provided the following conditions are met:
(1) The project is included in the currently approved STIP;
(2) The STD has complied with applicable public involvement requirements in 23 CFR parts 450 and 771;
(3) A determination has been completed for any property subject to the provisions of 23 U.S.C. 138; and
(4) Procedures of the Advisory Council on Historic Preservation are completed for properties subject to 16 U.S.C. 470(f) (historic properties).

(b) Protective buying. The STD must clearly demonstrate that development of the property is imminent and such development would limit future transportation choices. A significant increase in cost may be considered as an element justifying a protective purchase.

(c) Hardship acquisitions. The STD must accept and concur in a request for a hardship acquisition based on a property owner's written submission that:
(1) Supports the hardship acquisition by providing justification, on the basis of health, safety or financial reasons, that remaining in the property poses an undue hardship compared to others; and
(2) Documents an inability to sell the property because of the impending project, at fair market value, within a time period that is typical for properties not impacted by the impending project.

(d) Environmental decisions. Acquisition of property under this section shall not influence the environmental assessment of a project, including the decision relative to the need to construct the project or the selection of a specific location.

§ 710.505 Real property donations.

(a) Donations of property being acquired. A non-governmental owner whose real property is required for a Federal-aid project may donate the property to the STD. Prior to accepting the property, the owner must be informed by the agency of his/her right to receive just compensation for the property. The owner shall also be informed of his/her right to an appraisal of the property by a qualified appraiser, unless the STD determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the fair market value is estimated at no more than $2500, or the State appraisal waiver limit approved by the FHWA, whichever is greater. All donations of property received prior to the approval of the NEPA document must meet environmental requirements as specified in 23 U.S.C. 323(d).

(b) Credit for donations. Donations of real property may be credited to the State's matching share of the project. Credit to the State's matching share for donated property shall be based on fair market value established on the earlier of the following: either the date on which the donation becomes effective, or the date on which equitable title to the property vests in the State. The fair market value shall not include increases or decreases in value caused by the project. Donations may be made at anytime during the development of a project. The STD shall develop sufficient documentation to indicate compliance with paragraph (a) of this section and to support the amount of credit applied. The total credit cannot exceed the State's pro-rata share under the project agreement to which it is applied.

(c) Donations and conveyances in exchange for construction features or services. A property owner may donate property in exchange for construction features or services. The value of the donation is limited to the fair market value of property donated less the cost of the construction features or services. If the value of the donated property exceeds the cost of the construction features or services, the difference may be eligible for a credit to the State's share of project costs.

§ 710.507 State and local contributions.

(a) General. Real property owned by State and local governments incorporated within a federally funded project can be used as a credit toward the State matching share of total project cost. A credit cannot exceed the State's matching share required by the project agreement.

(b) Effective date. Credits can be applied to projects where the initial project agreement is executed after June 9, 1998.

(c) Exemptions. Credits are not available for lands acquired with any form of Federal financial assistance, or for lands already incorporated and used for transportation purposes.

(d) State contributions. Real property acquired with State funds and required for federally-assisted projects may support a credit toward the non-Federal share of project costs. The STD must prepare documentation supporting all credits including:
(1) A certification that the acquisition satisfied the conditions in 23 CFR 710.501(b); and
(2) Justification of the value of credit applied. Acquisition costs incurred by the State to acquire title can be used as justification for the value of the real property.

(e) Credit for local government contributions. A contribution by a unit of local government of real property which is offered for credit, in connection with a project eligible for assistance under this title, shall be credited against the State share of the project at fair market value of the real property. Property may also be presented for project use with the understanding that no credit for its use is sought. The STD shall assure that the acquisition satisfied the conditions in 23 CFR 710.501(b), and that documentation justifies the amount of the credit.

§ 710.509 Functional replacement of real property in public ownership.

(a) General. When publicly owned real property, including land and/or facilities, is to be acquired for a Federal-aid highway project, in lieu of paying the fair market value for the real property, the State may provide compensation by functionally replacing the publicly owned real property with another facility which will provide equivalent utility.

(b) Federal participation. Federal-aid funds may participate in functional replacement costs only if:
(1) Functional replacement is permitted under State law and the STD elects to provide it.
(2) The property in question is in public ownership and use.
(3) The replacement facility will be in public ownership and will continue the public use function of the acquired facility.
(4) The State has informed the agency owning the property of its right to an estimate of just compensation based on an appraisal of fair market value and of the option to choose either just compensation or functional replacement.
(5) The FHWA concurs in the STD determination that functional replacement is in the public interest.
(6) The real property is not owned by a utility or railroad.

(c) Federal land transfers. Use of this section for functional replacement of real property in Federal ownership shall be in accordance with Federal land transfer provisions in 23 CFR 710.601 et seq.

(d) Limits upon participation. Federal-aid participation in the costs of functional replacement are limited to costs which are actually incurred in the replacement of the acquired land and/or facility and are:

(1) Costs for facilities which do not represent increases in capacity or betterments, except for those necessary to replace utilities, to meet legal, regulatory, or similar requirements, or to meet reasonable prevailing standards; and

(2) Costs for land to provide a site for the replacement facility.

(e) Procedures. When a State determines that payments providing for functional replacement of public facilities are allowable under State law, the State will incorporate within the State's ROW operating manual full procedures covering review and oversight that will be applied to such cases.

§ 710.511 Transportation enhancements.

(a) General. Section 133(b) (8) of title 23, U.S.C., authorizes the expenditure of surface transportation funds for transportation enhancement activities (TEA). Transportation enhancement activities which involve the acquisition, management, and disposition of real property, and the relocation of families, individuals, and businesses, are governed by the general requirements of the Federal-aid program found in titles 23 and 49 of the Code of Federal Regulations (CFR), except as specified in paragraph (b)(3) of this section.

(b) Requirements.

(1) Displacements for TEA are subject to the Uniform Act.

(2) Acquisitions for TEA are subject to the Uniform Act except as provided in paragraphs (b)(3), (b)(4), and (b)(5) of this section.

(3) Entities acquiring real property for TEA who lack the power of eminent domain may comply with the Uniform Act by meeting the limited requirements under 49 CFR 24.101(a)(2).

(4) The requirements of the Uniform Act do not apply when real property acquired for a TEA was purchased from a third party by a qualified conservation organization, and

(i) The conservation organization is not acting on behalf of the agency receiving TEA or other Federal-aid funds, and

(ii) There was no Federal approval of property acquisition prior to the involvement of the conservation organization. ["Federal approval of property acquisition" means the date of the approval of the environmental document or project authorization/agreement, whichever is earlier. "Involvement of the conservation organization" means the date the organization makes a legally binding offer to acquire a real property interest, including an option to purchase, in the property.]

(5) When a qualified conservation organization acquires real property for a project receiving Federal-aid highway funds on behalf of an agency with eminent domain authority, the requirements of the Uniform Act apply as if the agency had acquired the property itself.

(6) When, subsequent to Federal approval of property acquisition, a qualified conservation organization acquires real property for a project receiving Federal-aid highway funds, and there will be no use or recourse to the power of eminent domain, the limited requirements of 49 CFR 24.101(a)(2) apply.

(c) Property management. Real property acquired with TEA funds shall be managed in accordance with the property management requirements provided in subpart D of this part. Any use of the property for purposes other than that for which the TEA funds were provided must be consistent with the continuation of the original use. When the original use of the real property is converted by sale or lease to another use inconsistent with the original use, the STD shall assure that the fair market value or rent is charged and the proceeds reapplied to projects eligible under title 23, U.S.C.

§ 710.513 Environmental mitigation.

(a) The acquisition and maintenance of land for wetlands mitigation, wetlands banking, natural habitat, or other appropriate environmental mitigation is an eligible cost under the Federal-aid program. FHWA participation in wetland mitigation sites and other mitigation banks is governed by 23 CFR part 777.

(b) Environmental acquisitions or displacements by both public agencies and private parties are covered by the Uniform Act when they are the result of a program or project undertaken by a Federal agency or one that receives Federal financial assistance. This includes real property acquired for a wetland bank, or other environmentally related purpose, if it is to be used to mitigate impacts created by a Federal-aid highway project.

Subpart F— Federal Assistance Programs

§ 710.601 Federal land transfer.

(a) The provisions of this subpart apply to any project undertaken with funds for the National Highway System. When the FHWA determines that a strong Federal transportation interest exists, these provisions may also be applied to highway projects that are eligible for Federal-aid under Chapters 1 and 2 of title 23, U.S.C., and to highway-related transfers that are requested by a State in conjunction with a military base closure under the Defense Base Closure and Realignment Act of 1990 (Public Law 101-510, 104 Stat. 1808, as amended).

(b) Sections 107(d) and 317 of title 23, U.S.C., provide for the transfer of lands or interests in lands owned by the United States to an STD or its nominee for highway purposes.

(c) The STD may file an application with the FHWA, or can make application directly to the land-owning agency if the land-owning agency has its own authority for granting interests in land.

(d) Applications under this section shall include the following information:

(1) The purpose for which the lands are to be used;

(2) The estate or interest in the land required for the project;

(3) The Federal-aid project number or other appropriate references;

(4) The name of the Federal agency exercising jurisdiction over the land and identity of the installation or activity in possession of the land;

(5) A map showing the survey of the lands to be acquired;

(6) A legal description of the lands desired; and

(7) A statement of compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4332, et seq.) and any other applicable Federal environmental laws, including the National Historic Preservation Act (16 U.S.C. 470(f)), and 23 U.S.C. 138.

(e) If the FHWA concurs in the need for the transfer, the land-owning agency will be notified and a right-of-entry requested. The land-owning agency shall have a period of four months in which to designate conditions necessary for the adequate protection and utilization of the reserve or to certify that the proposed appropriation is contrary to the public interest or inconsistent with the purposes for which such land or materials have been reserved. The FHWA may extend the four-month reply period at the timely request of the land-owning agency for good cause.

(f) Deeds for conveyance of lands or interests in lands owned by the United States shall be prepared by the STD and certified by an attorney licensed within the State as being legally sufficient. Such deeds shall contain the clauses required by the FHWA and 49 CFR 21.7(a) (2). After the STD prepares the deed, it will submit the proposed deed with the certification to the FHWA for review and execution.

(g) Following execution, the STD shall record the deed in the appropriate land record office and so advise the FHWA and the concerned agency.

(h) When the need for the interest acquired under this subpart no longer exists, the STD must restore the land to the condition which existed prior to the transfer and must give notice to the FHWA and to the concerned Federal agency that such interest will immediately revert to the control of the Federal agency from which it was appropriated or to its assigns. Alternative arrangements may be made for the sale or reversion or restoration of the lands no longer required as part of a memorandum of understanding or separate agreement.

§ 710.603 Direct Federal acquisition.

(a) The provisions of this section apply to any land and or improvements needed in connection with any project on the Interstate System, defense access roads, public lands highways, park roads, parkways, Indian reservation roads, and projects performed by the FHWA in cooperation with Federal and State agencies. For projects on the Interstate System and defense access roads, the provisions of this part are applicable only where the State is unable to acquire the required right-of-way or is unable to obtain possession with sufficient promptness.

(b) To enable the FHWA to make the necessary finding to proceed with the acquisition of the rights-of-way, the STDs written application for Federal acquisition shall include:

(1) Justification for the Federal acquisition of the lands or interests in lands;

(2) The date the FHWA authorized the STD to commence right-of-way acquisition, the date of the project agreement and a statement that the agreement contains the provisions required by 25 U.S.C. 111;

(3) The necessity for acquisition of the particular lands under request;

(4) A statement of the specific interests in lands to be acquired, including the proposed treatment of control of access;

(5) The STDs intentions with respect to the acquisition, subordination, or exclusion of outstanding interests, such as minerals and utility easements, in connection with the proposed acquisition;

(6) A statement on compliance with the provisions of part 771 of this chapter;

(7) Adequate legal descriptions, plats, appraisals, and title data;

(8) An outline of the negotiations which have been conducted by the STD with landowners;

(9) An agreement that the STD will pay its pro rata share of costs incurred in the acquisition of, or the attempt to acquire rights-of-way; and

(10) A statement that assures compliance with the applicable provisions of the Uniform Act. (42 U.S.C. 4601, et seq.)

(c) If the landowner tenders a right-of-entry or other right of possession document required by State law any time before the FHWA makes a determination that the STD is unable to acquire the rights-of-way with sufficient promptness, the STD is legally obligated to accept such tender and the FHWA may not proceed with Federal acquisition.

(d) If the STD obtains title to a parcel prior to the filing of the Declaration of Taking, it shall notify the FHWA and immediately furnish the appropriate U.S. Attorney with a disclaimer together with a request that the action against the landowner be dismissed (ex parte) from the proceeding and the estimated just compensation deposited into the registry of the court for the affected parcel be withdrawn after the appropriate motions are approved by the court.

(e) When the United States obtains a court order granting possession of the real property, the FHWA shall authorize the STD to take over supervision of the property. The authorization shall include, but need not be limited to, the following:

(1) The right to take possession of unoccupied properties;

(2) The right to give 90 days notice to owners to vacate occupied properties and the right to take possession of such properties when vacated;

(3) The right to permit continued occupancy of a property until it is required for construction and, in those instances where such occupancy is to be for a substantial period of time, the right to enter into rental agreements, as appropriate, to protect the public interest;

(4) The right to request assistance from the U.S. Attorney in obtaining physical possession where an owner declines to comply with the court order of possession;

(5) The right to clear improvements and other obstructions;

(6) Instructions that the U.S. Attorney be notified prior to actual cleaning, so as to afford him an opportunity to view the lands and improvements, to obtain appropriate photographs, and to secure appraisals in connection with the preparation of the case for trial;

(7) The requirement for appropriate credits to the United States for any net salvage or net rentals obtained by the State, as in the case of right-of-way acquired by the State for Federal-aid projects; and

(8) Instructions that the authority granted to the STD is not intended to preclude the U.S. Attorney from taking action, before the STD has made arrangements for removal, to reach a settlement with the former owner which would include provision for removal.

(f) If the Federal Government initiates condemnation proceedings against the owner of real property in a Federal court and the final judgment is that the Federal agency cannot acquire the real property by condemnation, or the proceeding is abandoned, the court is required by law to award such a sum to the owner of the real property that in the opinion of the court provides reimbursement for the owner's reasonable costs, disbursements, and expenses, including reasonable attorney, appraisal, and engineering fees, actually incurred because of the condemnation proceedings.

(g) As soon as practicable after the date of payment of the purchase price or the date of deposit in court of funds to satisfy the award of the compensation in a Federal condemnation, the FHWA shall reimburse the owner to the extent deemed fair and reasonable, the following costs:

(1) Recording fees, transfer taxes, and similar expenses incidental to conveying such real property to the United States;

(2) Penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering such real property; and

(3) The pro rata portion of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the United States or the effective date of possession, whichever is the earlier.

(h) The lands or interests in lands, acquired under these provisions, will be conveyed to the State or the appropriate political subdivision thereof, upon agreement by the STD, or said subdivision to:

(1) Maintain control of access where applicable;

(2) Accept title thereto;

(3) Maintain the project constructed thereon;

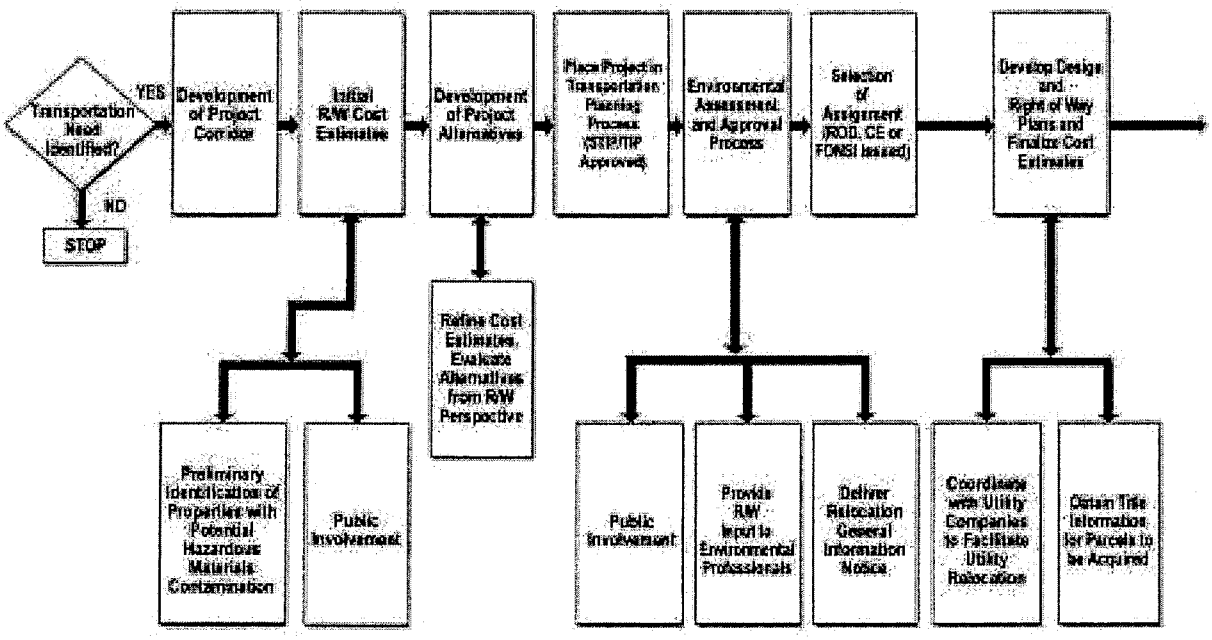
(4) Abide by any conditions which may set forth in the deed; and

(5) Notify the FHWA at the appropriate time that all the conditions have been performed by the State.

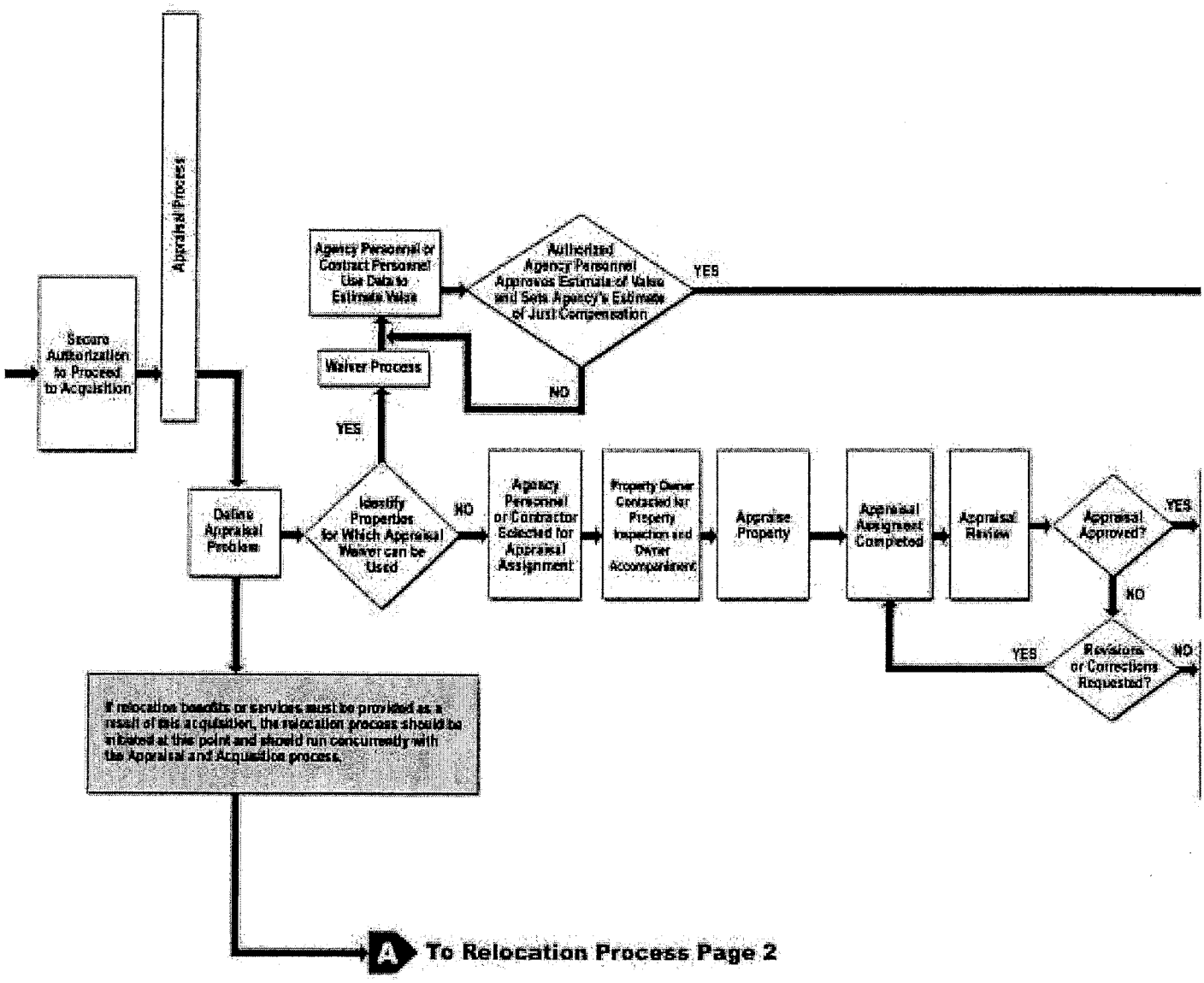
(i) The deed from the United States to the State, or to the appropriate political subdivision thereof, shall include the conditions required by 49 CFR part 21. The deed shall be recorded by the grantee in the appropriate land record office, and the FHWA shall be advised of the recording date.

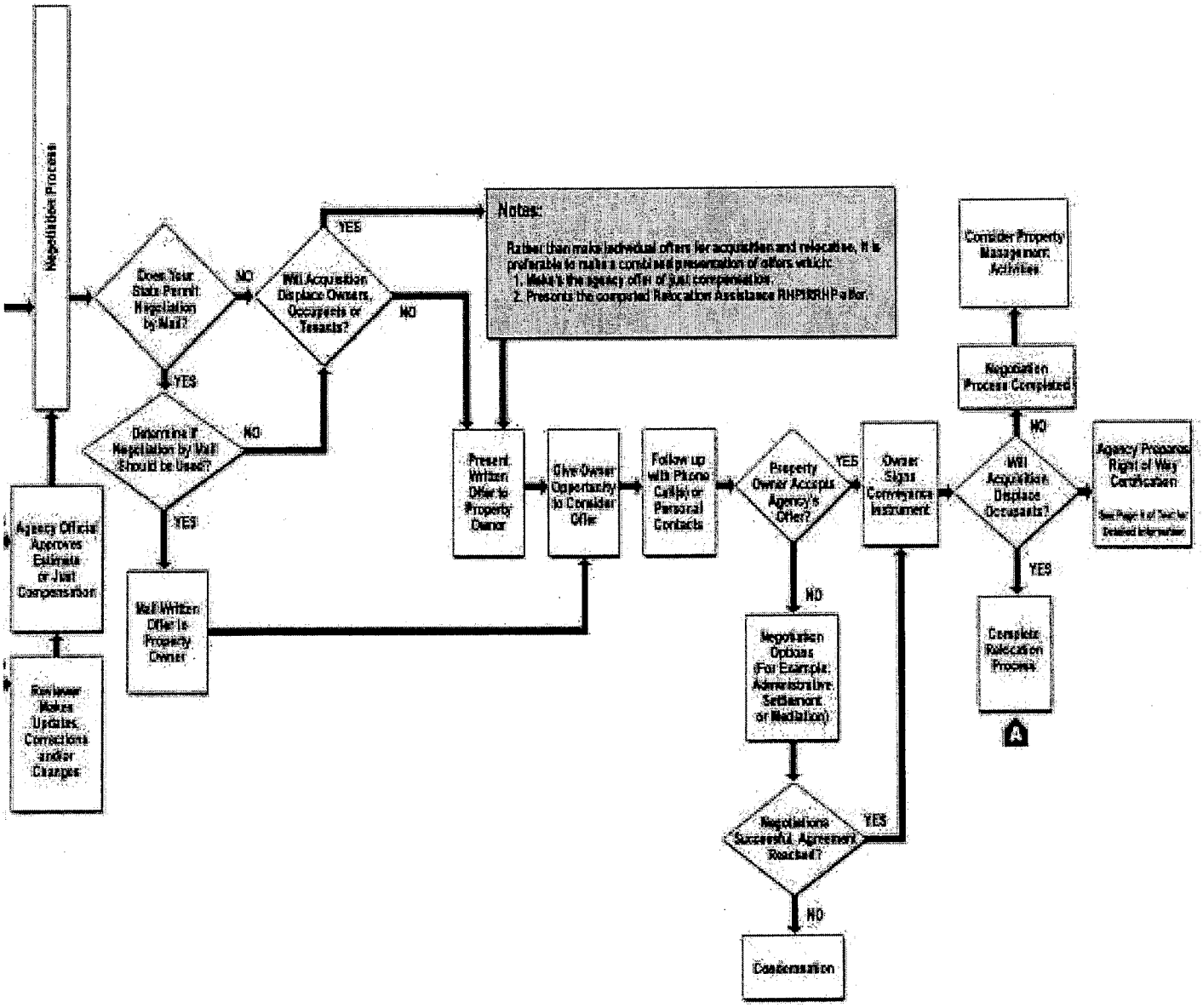
Issued on: December 13, 1999
Kenneth R. Wykle,
Federal Highway Administrator
[FR Doc. 99-32908 Filed 12-20-99; 8:45 am]

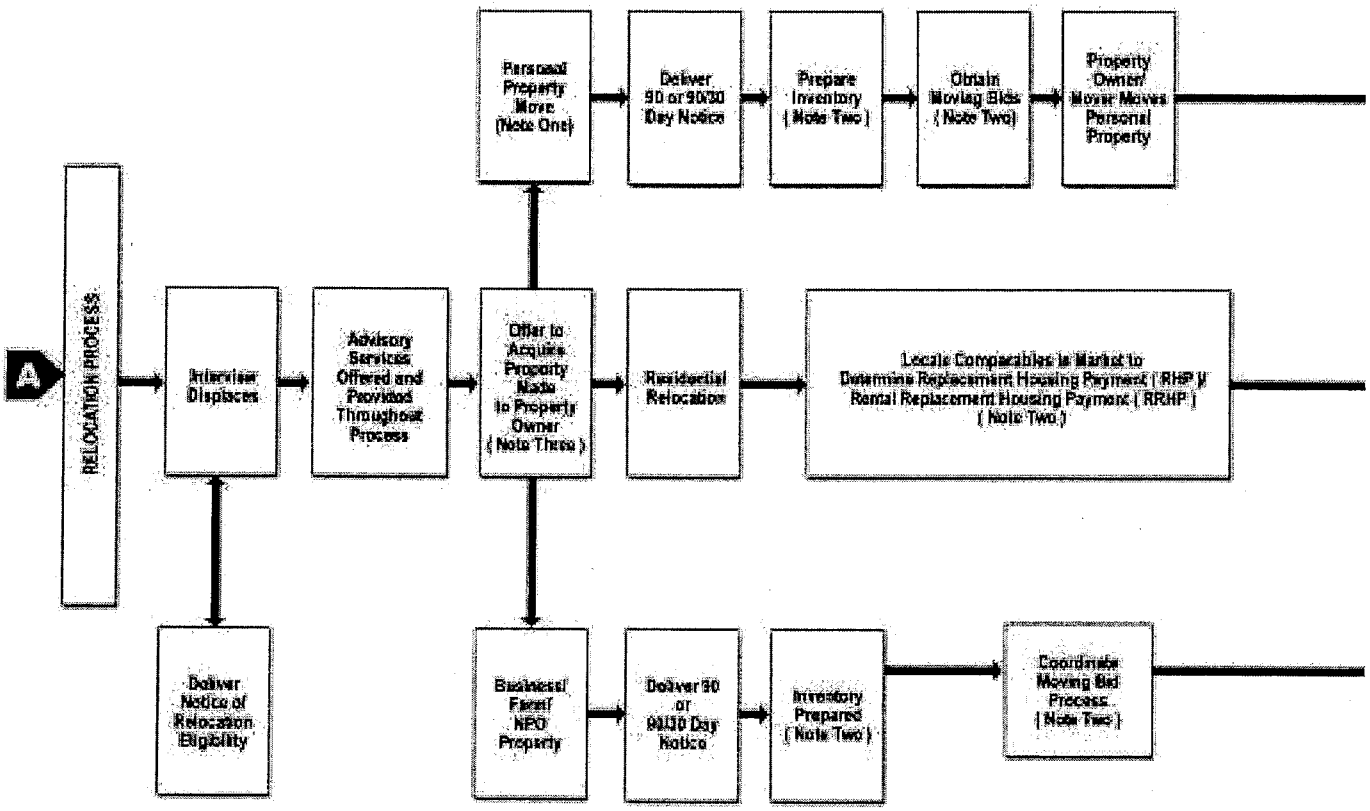
PROJECT DEVELOPMENT PHASE



ACQUISITION PHASE




Negotiation Process
Reviewer Makes Updates, Corrections and/or Changes
Agency Official Approves Estimate of Just Compensation
Does Your State Permit Negotiation by Mail?
NO
YES
Determine If Negotiation by Mail Should be Used?
NO
YES
Will Acquisition Displace Owners, Occupants or Tenants?
YES
NO
Mail Written Offer to Property Owner
Notes:
Rather than make individual offers for acquisition and relocation, it is preferable to make a combined presentation of offers which:
1. Makes the agency offer of just compensation.
2. Presents the computed Relocation Assistance RHP/RIP/RHP offer.
Present Written Offer to Property Owner
Give Owner Opportunity to Consider Offer
Follow up with Phone Call(s) or Personal Contacts
Property Owner Accepts Agency's Offer?
YES
NO
Negotiation Options (For Example: Administrative Settlement or Mediation)
Negotiations Successful. Agreement Reached?
YES
NO
Condemnation
Owner Signs Conveyance Instrument
Will Acquisition Displace Occupants?
NO
YES
Negotiation Process Completed
Consider Property Management Activities
Complete Relocation Process
A
Agency Prepares Right of Way Certification



NOTES:

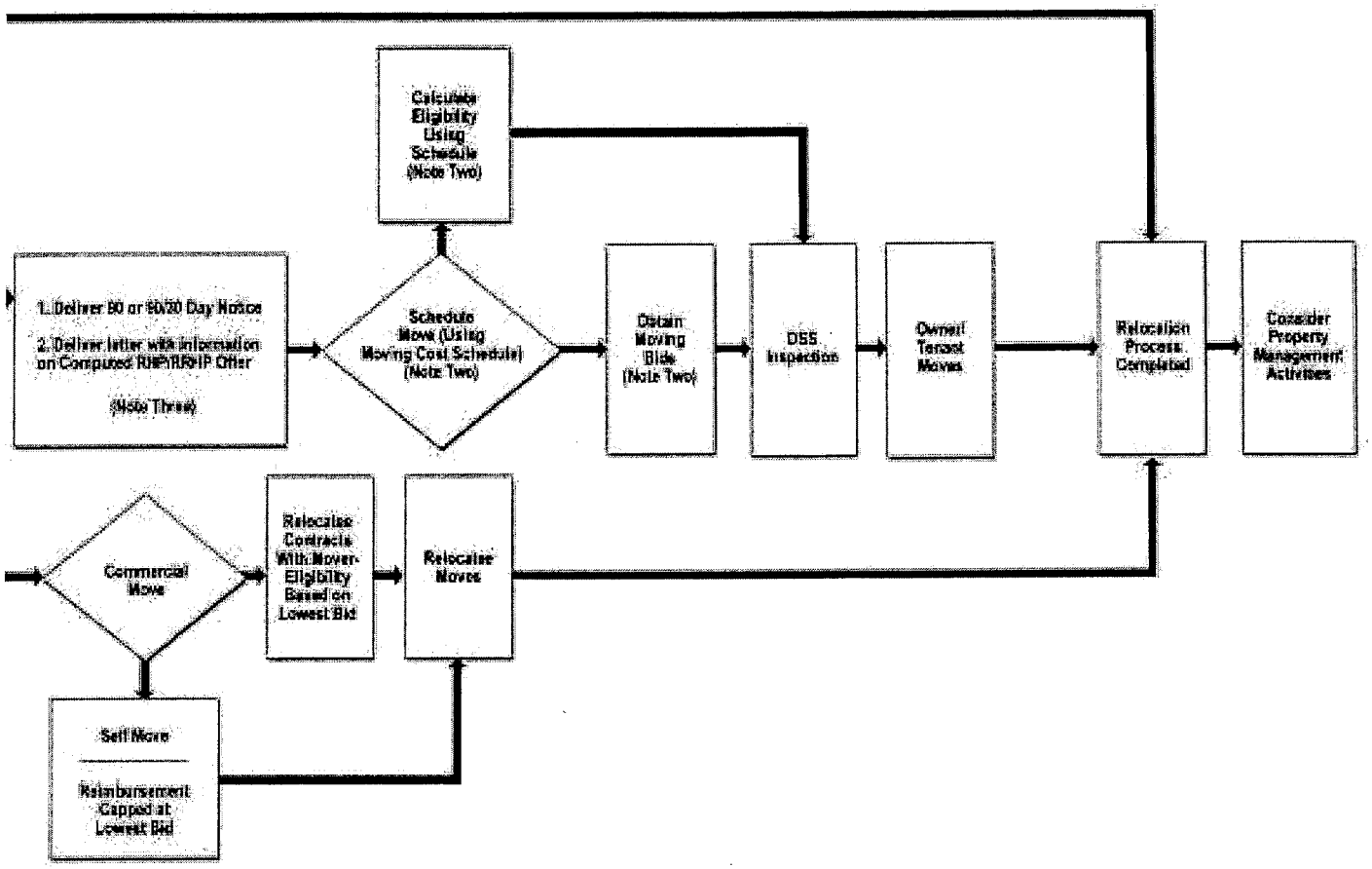
Note One - This type of move involves moving only residential personal property from the area that was acquired (right of way). For example a shed or hay stack is moved from the (right of way) onto the property owner's remainder property.

Note Two - In order to ensure a timely relocation these activities should be started immediately after interviewing displaces.

Note Three - Rather than make individual offers for acquisition and relocation, it is preferable to make a combined presentation of offers which:

1. Makes the agency's offer of just compensation.

2. Presents the computed Relocation Assistance RHP/RRHP offer.


Calculate Eligibility Using Schedule (Note Two)
1. Deliver 90 or 60/30 Day Notice
2. Deliver letter with information on Computed RHP/RPIP Offer
(Note Three)
Schedule Move (Using Moving Cost Schedule) (Note Two)
Obtain Moving Bids (Note Two)
DSS Inspection
Owner/ Tenant Moves
Relocation Process Completed
Consider Property Management Activities
Commercial Move
Relocate Contracts With Mover-Eligibility Based on Lowest Bid
Relocate Moves
Self Move
Reimbursement Capped at Lowest Bid

Local Project Administration

Certification Course Manual
&
Reference Guide

February 2005

Environmental

Environmental

Updated material will be supplied at the time of training when the manuals are handed out, or can be obtained directly by calling the Agreement Coordination Office:

Steve Harris 624-3329
Bob Phillips 624-3337
Sue Turcotte 624-3466

OR

E-mailing a request to:

Steve.Harris@maine.gov
Robert.Phillips@maine.gov
Suzanne.Turcotte@maine.gov

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&
Reference Guide

February 2005

Utilities

Utility Coordination Process

The following outlines a typical utility coordination process as it relates to a project development process funded with state and/or federal dollars administered through the Maine Department of Transportation (hereinafter "Department"). Any references to a "Utility Coordinator" refer to the person who is responsible for assuring that proper utility and railroad coordination occurs on a given project. This may be a MaineDOT employee, a town/city employee, or a consultant acting on behalf of either party. Any references to Letters #1-7 refer to standard letters that are routinely mailed out to utility or railroad companies at a particular stage of a project. Templates of these letters are available on the Department's Utilities Web Site, located at the following address: *http://wwwmaine.gov/mdot/utilities/coordpage.php*

General Utility Coordinator Responsibilities:

- The Utility Coordinator will participate as an active member of the project team.
- The Utility Coordinator will meet with utility and railroad (hereinafter "RR") contacts as necessary to identify and resolve all utility and railroad issues and/or conflicts relating to the project and the Department's current policies.
- The Utility Coordinator will provide information to utility and railroad contacts as early as possible to provide the maximum notice possible.
- If the Utility Coordinator is a consultant working for the Department, the Utility Coordinator shall keep a predefined Department representative informed of all coordination activities by:
    - Copying that individual on all utility/RR related project correspondence, and
    - Inviting that individual to critical utility/RR coordination meetings.

This predefined contact will be responsible for providing general oversight of the coordination process and for the review and processing of any necessary utility/RR agreements to be signed by the Department.

General Utility Coordination Process:

I. Identify Utilities

II. Verify Facility Information

III. Preliminary Utility Comments, Conflicts, and Relocation Strategy

IV. Identify Specific Underground Facility Locations

V. Final Facility Impacts, Relocation Strategy and Agreements

VI. Prepare Utility Specification and Certification

VII. Oversee Utility Relocation Schedule

Detailed Utility Coordination Process

I. Identify Utilities

Project Kickoff:

- The Utility Coordinator will research the Department's utility and railroad database to obtain a list of contact names, addresses and phone numbers for all utility and railroad companies located in the City/Town of the proposed project. This information may be obtained from the Department's Utilities Web Site at the following address: *http://wwwmaine.govs/mdot/utilities/pdf/utiltown.pdf*
- The Utility Coordinator will obtain a list of contact names, addresses, and phone numbers for any applicable municipal officials in the project town(s).
- The Utility Coordinator will mail an initial utility contact letter (Letter #1) to all utilities, railroads and municipalities within the City/Town of the proposed project to determine the following:
    - Whether or not the addressee has existing facilities within the project area and, if so, the type of facilities;
    - Whether or not the addressee intends to construct facilities within the project area over the next five years;
    - The name of the individual that will be available to mark any existing facilities prior to the project survey;
    - The name of the individual with whom the project team can coordinate throughout the project.

Compile Preliminary Data:

- The Utility Coordinator will research the Department's accident data for any issues relating to the location of utility facilities. This information may be obtained from the Project Manager or from the Department's Traffic Engineering Division (624-3620).
- The Utility Coordinator will coordinate with the project team's Right-of-Way representative to obtain any available right-of-way information.
- The Utility Coordinator will determine whether or not there are any Department-owned traffic facilities within the project limits and will determine how those facilities will be handled throughout the development of the project. If the traffic facilities will not be modified as part of the project contract, the Utility Coordinator shall coordinate with a Department traffic representative as though they were a separate utility throughout the project. A list of the Department's traffic facilities is available at: *http://www.maine.gov/mdot/traffic-counts/equip-loc-town.php*
- For any railroad crossings, the Utility Coordinator will communicate with the Department's Multimodal Program (624-3420) to determine if any work is planned for the crossing in concern. If the railroad corridor is owned by the State of Maine, similar communication shall also occur with the Department's Office of Freight (624-3560).

Initial Field Review:

- The Utility Coordinator will make an initial site visit to identify (with documentation and photographs as necessary) the following:
    - Visible utility facilities on the project;
    - Typical offset of the utility poles;
    - Whether all of the appropriate utilities were contacted with the initial utility contact letter (Letter #1);
    - Features that may affect/limit utility relocations (i.e. buildings close to the highway, shade trees, etc…);

- Major utility installations that may be costly to relocate (i.e. substations, critical poles, telephone switching stations, pump stations, etc…);
- Utility facilities that may be located on their own easements;
- Proximity of any RR corridors to the project and the status and condition of any RR crossings;
- Overhead clearance issues around bridges or major drainage structures;
- Any other pertinent information.

Initial Team Meeting

- The Utility Coordinator will attend the Initial Team Meeting and provide a summary of the critical issues identified in the previous steps. If the Initial Team Meeting occurs before the above-mentioned work, a summary of critical issues shall be distributed to the team after-the-fact.
- If applicable, the Utility Coordinator will provide a proposed budget to complete the utility and railroad coordination for the project within the time frame identified at the meeting.

II. Verify Facility Information

Preliminary Public Meeting/Survey Plan Available:

- The Utility Coordinator will attend the Preliminary Public Meeting as applicable on projects where significant utility or railroad involvement is anticipated or when requested by the Project Manager.
- The Utility Coordinator will mail copies of the existing topographic survey plans (which may or may not include an initial proposed horizontal and vertical alignment) to all utility and railroad contacts for their review and comment. A letter shall accompany the survey plans requesting verification of the existing facilities indicated on the plan and any concerns that may exist (Letter #2).
- The Utility Coordinator will coordinate with the project team's Survey representative for any additional survey identified from the Letter #2 mailing.

III. Prelim. Utility Comments, Conflicts, and Relocation Strategy

Horizontal/Vertical Alignment Available:

- When the centerline of the highway is to be modified, the Utility Coordinator will distribute plans indicating the proposed horizontal and vertical alignment to all affected utilities and railroads within the proposed project for their comments (if not addressed with the survey plan distribution).
- If the RR or utilities express alignment concerns, the Utility Coordinator shall provide a written summary of those concerns to the Project Manager and other team members as applicable. The Utility Coordinator is responsible for assuring that all concerns are addressed to a conclusion and that all parties are aware of what the conclusion is.

Preliminary Plan Available/ Formal Public Contact:

- The Utility Coordinator will write a summary of the utility and railroad issues associated with the proposed project and submit them to the Project Manager for inclusion in the Preliminary Design Report (PDR).
- Depending upon the extent of the utility and/or RR work, the Utility Coordinator will meet with or, at least, communicate with the utilities to identify how utility work will generally be undertaken. Discussions shall include the right-of-way needs to accommodate the utility facilities.
- The Utility Coordinator will work with the project team to determine the proposed right-of-way limits/needs.

- The Utility Coordinator will attend the Preliminary Public Meeting as required. (Factors that will require the Utility Coordinator's attendance at the preliminary public meeting include: extensive utility relocation, significant trimming or shade tree removal necessitated by the utilities, utility impacts on a controversial right-of-way width, or requests by the Project Manager for utility representation).
- The Utility Coordinator will distribute preliminary plans to the utilities & railroads for a more detailed determination of impacts (Letter #3). As a result of the preliminary plan distribution, the Utility Coordinator will determine the need for any agreements with the railroad(s) or utilities.

IV. Identify Specific Underground Facility Locations

Drainage Plans Available

- The Utility Coordinator shall identify locations where utility test pits are required to obtain the specific depth of underground facilities that may conflict with the proposed design. The Utility Coordinator shall review the proposed test pit locations with the project team and then coordinate with the utilities and Survey for the work to be accomplished.

V. Final Facility Impacts, Relocation Strategy and Agreements

75%-80% Plans Available/Precoordination Meeting:

- The Utility Coordinator will provide all affected utility and railroad companies with 75% - 80% plans for review and comment (Letter #4).
- The Utility Coordinator will hold and moderate a Utility Precoordination Meeting to review utility and railroad impacts and relocations in the field and to discuss proposed schedules for the relocations (Letter #4).
- Following the Precoordination Meeting, the Utility Coordinator will prepare and distribute written minutes from the Precoordination Meeting, including any significant comments from the affected utility or railroad companies.
- The Utility Coordinator will prepare and distribute the draft railroad and utility Special Provisions (Letter #5).
- The Utility Coordinator will prepare any draft agreements and initiate the agreement approval process.

VI. Prepare Utility Specification and Certification

Project to Contracts:

- The Utility Coordinator will provide the final railroad and utility Special Provisions to the Project Manager with a certification that all necessary arrangements have been made. A template certification form is available at: *http://wwwmaine.govs/mdot/utilities/coordination/certfication.php*
- The Utility Coordinator will fill out a "Location Permit for Projects" form to document the approved utility locations resulting from the utility coordination process. This form may be found at *http://www.maine.gov/mdot/utilities/coordination/projperm.php* and is to be sent to the address indicated on the form with all associated attachments.
- If the Utility Coordinator needs to authorize utilities to relocate facilities well before project advertising, the Utility Coordinator should consult with the Utility & Railroad Services Manager to see if the Department should issue a "Letter of Premature Investment" (LOPI) to all affected utilities.

Advertise and Award:

- The Utility Coordinator will provide guidance to the Project Manager to resolve questions from contractors relating to railroads and utilities during the bidding phase of the project.

VII. Oversee Utility Relocation Schedule

Preconstruction:

- Upon notification from the Department's Construction Resident of a Preconstruction Meeting, the Utility Coordinator shall schedule a joint Preconstruction Utility Meeting with the affected utilities and railroad(s) (Letter #6).
- The Utility Coordinator will attend the Preconstruction Meeting and chair the joint Preconstruction Utility Meeting to coordinate the utility schedules with the Contractor's schedule.
- Following the Preconstruction Utility Meeting, the Utility Coordinator shall prepare and distribute written minutes to all utilities and railroads on the project, the Contractor, and the Construction Resident (Letter #7).

Construction:

- The Utility Coordinator will work directly with the Construction Manager to resolve any utility or railroad issues that arise during construction.
- The Utility Coordinator shall work with the Construction Manager to work out an understanding of how the utility work schedule will be tracked to assure that work does not slip beyond anticipated dates.

{Letterhead}

*** *IMMEDIATE RESPONSE REQUESTED* ***

{Date}

{Utility Company Address}

RE: MDOT Project, Field Survey, *{Town}*, *{Location}*, *{PIN}*

Dear *{Addressee}*:

Acting on behalf of the Maine Department of Transportation, *{Consultant Firm}* plans to conduct a topographic survey within 60 days for a *{highway/bridge}* improvement project at the following location:

{Project Description}

Enclosed you will find a location map to further assist you in locating the proposed project.

Please complete and return the brief questionnaire attached to this letter. The information provided at this time will allow our project designers to recognize the presence of existing facilities or plans to install additional facilities within the next five years. Your responses will enable us to better coordinate our work with you throughout this project.

In the near future, your company will be contacted by a survey crew to arrange a date when you can locate and mark any existing underground facilities within the project limits. The survey crew will provide a minimum of two weeks notice for this work. By collecting this data during survey, our design personnel will have a better opportunity to reduce or eliminate any potential conflicts with your facilities.

The project identification number (PIN) assigned to this project is *{PIN}* and should be used on any future correspondence regarding this project.

This project ***{has not yet been; is}*** scheduled for advertising ***{Date - if known}***. If you have any questions or concerns, please feel free to contact me at ***{Phone Number}***. Thank you for your cooperation.

Very truly yours,

{Project Manager}

Enclosure: Location Map
Questionnaire

cc: ***{MDOT Utility Team Member}***

****

* * IMMEDIATE RESPONSE REQUESTED * *

Please complete the following short questionnaire and FAX a copy of this form to us at *{FAX Number}* within five (5) workings days. If you prefer, this form can also be mailed to us at *{Address}*.

(Circle Answer)

1. Do you presently have or do you plan on installing any facilities in the next 5 years within the above described limits? *Yes* *No*
   (If "No", please skip to question 5 and FAX this form back to us)

2. What type of facilities do you have or intend to install in this area? ***Underground*** ***Aboveground***

3. Contact person for survey marking:
   Name:
   Address:
   Tel. No.:
   FAX No.:
   E-mail address:

4. Contact person for project coordination:
   Name:
   Address:
   Tel No.:
   FAX No.
   E-mail address:

5. **Form completed by:**
   Date:
   Telephone #:
   E-mail address:
   ****
   (USE THIS SPACE FOR ANY ADDITIONAL INFORMATION)

{Letterhead}

{Date}

{Utility Company Address}

RE: Review of Survey Plans, *{Town}*, *{Location}*, *{PIN}*

Dear *{Addressee}*:

Enclosed please find a set of survey plans for the above referenced project being developed by *{Consultant Firm}* on behalf of the Maine Department of Transportation. **Please review the locations of your existing facilities as shown on these plans and complete the brief questionnaire attached to this letter.** Identification of any incorrectly located or omitted facilities at this time will enable us to make the appropriate corrections before substantial design has occurred. I ask that you return the attached questionnaire along with any additional comments you may have within two weeks.

This project is scheduled for advertising *{Date}*, however the preliminary design phase has begun. If you have any questions or concerns, please feel free to contact me at *{Phone Number}*. Thank you for your cooperation.

Very truly yours,

{Project Manager}

Enclosures: Survey Plans
Survey Plan Questionnaire

cc: *{MDOT Utility Team Member}*

{Town}
{PIN}
{Date}
{Utility Name}

Survey Plan Questionnaire

****

The Department requests that you complete the following short questionnaire and FAX a copy of this form to us at ***{FAX Number}*** within ten (10) workings days. If you prefer, this form can also be mailed to us at ***{Address}*** c/o ***{Project Manager}***.

(Circle Answer)

1. Are all of your facilities within the project limits shown on the survey plans? *Yes* *No*
2. Are your facilities shown correctly on the survey plans? *Yes* *No*
3. Do your facilities or portions thereof require any unique considerations? *Yes* *No*
4. Are you considering upgrading or replacing any of your facilities? *Yes* *No*
5. Do you feel that an on-site review of the project is required? *Yes* *No*
6. Will you be forwarding any additional information from your files or records? *Yes* *No*

Response by:
Date:
Telephone #:
E-mail address:

****

(USE THIS SPACE FOR ANY CLARIFICATION OR ADDITIONAL INFORMATION)

{Letterhead}

(Date)

{Utility Company Address}

Subject: Review of Preliminary Plans, *{Town}*, *{Location}*, *{PIN}*

Dear *{Addressee}*:

Attached you will find preliminary design plans and right-of-way maps for the subject project. At your earliest convenience, **please review these plans to establish the following:**

- What potential conflicts exist between the proposed design and your existing facilities?
- Is additional data gathering (such as test pits) required?
- Aerial Utilities: Please develop a list of preliminary proposed pole locations in compliance with the applicable safety standards and the Department's current *Policy on Above Ground Utility Locations.*
- Underground Utilities: Please develop preliminary proposed underground plant relocation plans for any required relocations or proposed installations in accordance with applicable standards and current MDOT policies.
- If your facilities are located on property which is either owned by your company or for which you have an easement, you may be entitled to reimbursement in accordance with Federal Aid Policy Guide, Title 23, Code of Federal Regulations, Chapter I, Subchapter G, Part 645, Subpart A. Please contact this office prior to preparing any plans or estimates.

The Department intends to advertise this project on *{Date}*. If you have any further questions, please contact me at *{Phone Number}*. Thank you for your cooperation.

Very truly yours,

{Project Manager}

Enclosure: Preliminary Plans & Right-of-Way Maps

cc: *{MDOT Utility Team Member}*

{Letterhead}

{Date}

{Utility Company Address}

RE: Pre-coordination Meeting & Review of Construction Plans, *{Town}*, *{Location}*, *{PIN}*

Dear *{Addressee}*:

Enclosed please find one copy of final construction plans for the above listed project. These plans are only intended for information and planning purposes at this time. No actual relocation of facilities should be made because of these plans.

Please review your proposed pole and/or proposed underground plant locations on the Department's plans. If changes are necessary, they should be communicated to us prior to the Pre-coordination Meeting. **The Pre-coordination Meeting has been scheduled for *{Date, Time and Place of Pre-coordination Meeting}*. It is requested that you be prepared to assign working days to your required utility work at this meeting.**

This project is scheduled for advertising *{Date}*. If you have any questions or concerns, please feel free to contact me at *{Phone Number}*. Thank you for your cooperation.

Very truly yours,

{Project Manager}

Enclosure: Construction & R/W Plans

cc: *{MDOT Utility Team Member}*

{Letterhead}

{Date}

{Utility Company Address}

RE: Draft Special Provisions, *{Town}*, *{Location}*, *{PIN}*

Dear *{Addressee}*:

I intend to include the enclosed Special Provisions in the contract documents for the subject project. It includes scheduling and descriptive information regarding work to be done by your organization.

If the text does not accurately reflect your intentions, please contact this office immediately at *{Phone Number}*. Thank you again for your cooperation.

Very truly yours,

{Project Manager}

Enclosure: Proposed Utility Special Provisions

cc: *{MDOT Utility Team Member}*

{Letterhead}

{Date}

{Utility Company Address}

RE: Pre-construction Meeting, *{Town}*, *{Location}*, *{PIN}*

Dear *{Addressee}*:

A pre-construction utility meeting for the subject project has been arranged for ***{Date, Time and Place of Pre-construction Meeting}***. The purpose of this meeting is to discuss the coordination of work between the contractor and the utilities and any additional considerations or concerns that may exist. Your attendance at this meeting is critical to the success of the project and greatly appreciated.

If you need any additional information, please feel free to contact me at ***{Phone Number}***.

Very truly yours,

{Project Manager}

cc: *{MDOT Utility Team Member}*

{Letterhead}

{Date}

{Utility Company Address}

RE: Pre-construction Meeting Minutes, *{Town}*, *{Location}*, *{PIN}*

Dear *{Addressee}*:

This is my understanding of the issues discussed and the conclusions reached at the pre-construction utility meeting held on ***{Date, Time and Place of Pre-construction Meeting}***. It is understood that the dates and times agreed upon and summarized herein assume reasonable weather conditions and freedom from emergencies.

The following representatives were present:

Name	**Company**	**Telephone #**
{Attendance List}		

{Meeting Summary}

I have attempted to summarize our meeting as accurately as possible. If you feel that any of the items discussed herein are misrepresented in any way, please contact me within ten working days. In the absence of any corrections or clarifications, it will be understood that these minutes accurately summarize our discussions. Thank you for your participation and continued efforts in making this a successful project.

Very truly yours,

{Project Manager}

cc: {MDOT Utility Team Member}

MAINE

Department of Transportation

Utility Accommodation Policy

17-229 CMR Chapter 210

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1. PURPOSE AND APPLICATION

This policy is established to regulate the accommodation of Utility Facilities within the limits of state and state-aid Highways. It provides certain administrative procedures and establishes minimum requirements for the location, method of installation, adjustment and maintenance of Facilities so accommodated.

This policy is developed in the interests of safety, protection, utilization and future development of Highways with due consideration given to the public welfare afforded by adequate and economical Utility installations. This policy is authorized by 23 MRSA §52, 35-A MRSA §2503 (16), and is further required by 23 CFR 645.211.

2. SCOPE

As of the effective date of this policy, the location standards defined herein shall apply to all new Facilities and any additions, alterations, adjustments, relocations or replacements of existing Facilities within the limits of state and state-aid Highways. Unless specifically stated otherwise, this policy is not intended to require the adjustment of existing Facilities that do not constitute a safety hazard to the traveling public or do not conflict with the use, construction or maintenance of the Highway. Notwithstanding the foregoing, the duties and responsibilities set forth in Section 6 apply to all Facilities, whether existing or proposed.

The standards defined herein supersede the Department's *Policy on Above Ground Utility Locations, Policy on Tree Maintenance By Utilities Within the Public Right-of-Way*, and the *Utility Location Permits - Preparation of Application for a Utility Location Permit - Basic Requirements.*

Throughout this policy, cross-references to MRSA, CFR and other sources have been shown in brackets [ ]. Although the specific wording in this policy may occasionally match that which is used in the source material, the intent of the cross-reference is to provide a history of major contributing sources and not to imply duplication or interpretation of the source material.

3. ABBREVIATIONS

The following abbreviations used in this policy shall be interpreted as follows:

AADT - Average Annual Daily Traffic

AASHTO - American Association of State Highway and Transportation Officials.

APWA - American Public Works Association

ASTM - American Society For Testing and Materials

COA - Control of Access *Syn: Controlled Access*

CFR - Code of Federal Regulations

CL - Centerline

CMR - Code of Maine Regulations

DEP - Department of Environmental Protection

EP - Edge of Pavement

ES - Edge of Shoulder

ETW - Edge of Traveled Way

FAPG - Federal-Aid Policy Guide - United States Department of Transportation.

FHWA - Federal Highway Administration

FOC - Face of Curb

MDOT - Maine Department of Transportation

MPUC - Maine Public Utilities Commission

MRSA - Maine Revised Statutes Annotated

MUTCD - Manual on Uniform Traffic Control Devices (published by the FHWA under 23 CFR Part 655, Subpart F)

NESC - National Electrical Safety Code (Published by the Institute of Electrical and Electronics Engineers, Inc.)

NHS - National Highway System

PBR - Permit-By-Rule

R/W - Right-of-Way

TCP - Traffic Control Plan

TW - Traveled Way

USC - United States Code

USDOT - United States Department of Transportation

4. DEFINITIONS

The following terms used in this policy shall be interpreted as follows:

Appurtenance - Any manhole, pull box, junction box, Vent, riser, anchor, guy wire, push brace or other incidental component of a Utility system, whether aboveground or belowground, excluding Facilities.

APWA Uniform Color Code - *Red* = Electric; *Yellow* = Gas-Oil-Steam; *Orange* = Communication-CATV; *Blue* = Potable Water; *Purple* = Reclaimed Water; *Green* = Sewer; *Pink* = Temporary Survey Markings; *White* = Proposed Excavation

Backfill - Replacement of soil around and over a Facility.

Backslope - The graded slope between the centerline of ditch and the original ground, located on the side of the ditch opposite the Traveled Way. *Ref. Appendix*

Bridge - A structure designed to carry pedestrians, vehicles, trains or other modes of transportation over another transportation corridor, water, or other physical barrier and having a single span of at least 10 feet between supports or a combined open area of 80 square feet for multiple structures (i.e. multiple culverts). For the purpose of this policy, this term shall include both bridges and minor spans as defined in 23 MRSA §562.

Casing - Pipe or other separate structure around and outside an underground Facility that is designed to support the dead loads of the Highway and superimposed loads thereon, including that of construction machinery.

Clear Zone - A Recovery Area established through consideration of traffic volumes, speed, recoverable and non-recoverable slopes, and roadside geometry and as applied through procedures defined in the *Roadside Design Guide* published by AASHTO.

Commissioner - The Commissioner of the MDOT.

Communication Lines - The conductors and their supporting or containing structures that are used for public or private signal or communications service, and which operate at potentials not exceeding 400 V to ground or 750 V between any two points of the circuit, and the transmitted power of which does not exceed 150 W. When operating at less than a nominal voltage of 90 V, no limit is placed on the transmitted power of the system. Under specified conditions, communication cables may include communication circuits exceeding the preceding limitation where such circuits are also used to supply power solely to communications equipment. *Note: Telephone, telegraph, Railroad signal, data, clock, fire and police alarm, cable television and other systems conforming with the above are included. Lines used for signaling purposes, but not included under the above definition, are considered as*

(electric) supply lines of the same voltage and are to be so installed. [NESC]

Compact Area - An area in which a Municipality has the responsibility for maintenance of state and state-aid roads. Factors that define a compact area are specified in 23 MRSA §754. A current list of Municipalities having Compact Areas is available through the Utilities Web Site.

Conduit - A structure containing one or more Ducts. [NESC]

Construction Manager - The authorized field representative assigned to oversee and manage a particular MDOT Project. This individual may also be referred to as the Resident Engineer or Resident Inspector.

Construction Season – The portion of any calendar year in which most Utility or Highway construction occurs (typically April through November).

Controlled Access - A type of Right-of-Way where all rights of access have been acquired from the abutting property owners. The Department has the full power and authority to lay out, establish, acquire, open, construct, improve, maintain, discontinue and regulate the use of all Highways so designated. [23 MRSA Chapter 7]

Coordination Meeting - A meeting that is held to discuss project specifics and concerns with the representatives of Utilities having known proposed or existing Facilities in the General Area of a Proposed Installation.

Cover - Depth of material between the top of a Facility and finished grade of the Highway.

Curb - A raised strip of bituminous, concrete or granite that is located at the Edge of Shoulder for surface drainage.

Day(s) - Calendar days. Each day shown on the calendar including Saturdays, Sundays and holidays.

Department - The State of Maine Department of Transportation.

Direct Burial - Installing a Facility underground without Conduit, duct, Sleeve or any type of Encasement.

Division Engineer - The engineer in charge of any of the seven MDOT Maintenance Divisions. MDOT Division Offices are currently located in Presque Isle, Ellsworth, Bangor, Fairfield, Rockland, Scarborough and Dixfield.

Duct - A single enclosed raceway for conductors or cable. [NESC]

Edge of Pavement - (EP) - The outside edge of the paved portion of the Highway constructed and surfaced for normal travel, including any surfaced Shoulders but excluding sidewalks. *Ref. Appendix*

Edge of Shoulder - (ES) - The outside edge of the Shoulder not adjacent to the Traveled Way. This term may be used whenever a Shoulder exists, regardless of whether or not the Shoulder is surfaced with hot bituminous pavement. *Ref. Appendix*

Edge of Traveled Way - (ETW) - The outer edge of the outmost lane intended for vehicular traffic and exclusive of shoulders, turning lanes or climbing lanes. The ETW is often indicated by a solid white edge line that exists between the Traveled Way and the Shoulder. In the absence of a painted edge line, the Traveled Way width shall be assumed as 12 feet for all NHS highways or as defined in the tables provided in Section 10(2)(C)(2) for all non-NHS highways, unless otherwise directed by the MDOT Utilities or Division Engineer. *Ref. Appendix*

Electric Supply Lines - Those conductors used to transmit electric energy and their necessary supporting or containing structures. Signal lines of more than 400 V are always supply lines within the meaning of the rules, and those of less than 400 V may be considered supply lines, if so run and operated throughout. *Syn: supply lines* [NESC]

Encasement - Structural element surrounding a Facility (Ref. "Casing").

Facility - "Facilities" means: A) If under the surface of the Public Way, pipes, cables and Conduits; and B) If on or over the surface of the Public Way, poles, guys, hydrants, cables, wires and any plant or equipment located on or over the surface of the Public Way. [35 MRSA §2502] For the purposes of this policy, "Facility" shall include all components of a Utility system not covered by the definition of Appurtenance.

Flow Area - The strip of land that includes the full width of a ditch line, plus the bottom 600 mm (2') of both the Inslope and Backslope. For example, a flat bottom ditch with a width of 600 mm (2') results in a Flow Area width of 1.8 m (6'). Since a standard "V" ditch has no width, the Flow Area has a total width of 1.2 m (4'). *Ref. Appendix*

Freeway - The highest type of arterial Highway with full Controlled Access. Essential Freeway elements include: Medians, grade separations at cross streets, ramp connections for entrance to and exit from the Traveled Way, and, in some cases, frontage roads [AASHTO, A policy on Geometric Design of Highways and Streets]. Examples of Freeways in Maine include the Interstate system and the portion of Route 1 between Brunswick and Bath.

General Location - The location along a Highway to be occupied or crossed by a Proposed Installation. Descriptions of a General Location must include a distance from the center of an appropriate Reference Point to the beginning or end of the Proposed Installation, reference to the county and Municipality in

which the Proposed Installation will be installed and the relevant Highway name(s) and route number(s) (as applicable). [17-229 CMR Chapter 205]

Hazardous Transmittant - A substance or material which has been determined by the Federal Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated. [49 CFR 121.8].

Highway - A Public Way including all of the Right-of-Way that may have been laid out by the State, county or town. [23 MRSA §2 (2)] *Ref. Appendix*; *Syn: street, road*

Highway Opening Permit - A permit that authorizes making any underground installation as provided in chapter 23 (Title 35-A MRSA) and Title 23, sections 54 and 3351 to 3359. [35-A MRSA §2503 (14)]

Highway Structure - A general term referring to any part of the Highway that has been designed and constructed with structural considerations to serve a specific highway purpose. Included under this term are Bridges, retaining walls, major drainage structures (not including standard catch basins or culverts), and other similar structures.

Inslope - The graded slope between the Edge of Shoulder and the centerline of an adjacent ditch or the bottom of the slope. *Ref. Appendix*

Interstate - A Highway on the National System of Interstate and Defense Highways having Freeway characteristics.

Letter of No Objection - A letter from the Department that acknowledges a private Facility within the Highway limits and states that the Department currently has no objection to the Facility being so located. There are no continuous rights conveyed with this letter and the Department may require modification, relocation or complete removal of the private Facility at any time. The private Facility owner bears all costs and risks relating to the Facility and is liable for any damage the Facility may cause.

Licensing Authority - "Licensing Authority" means: A) The Department of Transportation, when the Public Way is a state, or state-aid Highway, except for state or state-aid Highways in the compact areas of urban compact municipalities as defined in Title 23, section 754; B) The municipal officers or their designees, when the Public Way is a city street or town way or a state or state-aid Highway in the compact areas of urban compact municipalities and as defined in Title 23, section 754; and C) The county commissioners, for all other Public Ways. [35-A MRSA §2502 (1)]

Location Permit - A permit that authorizes the location of a Utility Facility within the Right-of-Way limits in accordance with 35-A MRSA Chapter 25.

Median - The portion of a divided Highway separating the traveled ways for traffic in opposite directions.

MDOT Project - Any capital improvement of a transportation facility administered by or funded through the Maine Department of Transportation. This does not include maintenance activities.

Multiple Pole Lines - Two or more sets of Utility poles located along a Highway for the conveyance of transmission or distribution wires or cables, not including service lines.

Municipality - A city or town. [30-A MRSA §2001 (8)]

National Highway System - Interconnected urban and rural principal arterials and highways (including toll facilities) which serve major population centers, international border crossings, ports, airports, public transportation facilities, other intermodal transportation facilities and other major travel destinations; meet national defense requirements; and serve interstate and interregional travel. All routes on the Interstate System are a part of the National Highway System [23 CFR 470]. The NHS Highways in the State of Maine are identified on the Utilities Web Site.

National Standards - Any standards that have been developed and adopted to apply throughout the United States to specifically address Facilities of a defined type. Specific examples include the USDOT Pipeline Safety Regulations and the NESC.

Out-of-Service Facility - A Facility that is disconnected from the system and not intended to be used in the future by the operating Utility. Such Facilities may also be considered "abandoned" by the MPUC.

Pavement Overlay - A MDOT Project with a scope consisting of placing new pavement over an existing highway surface without realignment of any part of the centerline or additional widening. Project scopes included under this definition are all "Level 1 Resurfacing" projects and, depending upon the specific project, some "Level 2 Resurfacing" projects.

Pavement Structure - The portion of the Highway specifically designed or designated to support vehicular travel including the full width of Traveled Way, the full width of adjacent Shoulders, and the area beyond the Edge of Shoulder to the limits of Subgrade. *Ref. Appendix*

Preliminary Engineering - The locating, making of surveys, soil and foundation investigations, and the preparation of plans, specifications and estimates in advance of construction operations.

Proposed Installation - Facilities proposed to be constructed within a Highway, including future replacements, additions and associated services planned within

the next five years and to the extent that they are known by the applicant at the time of application. [17-229 CMR Chapter 205]

Public Way - Any road capable of carrying motor vehicles, including, but not limited to, any state Highway, municipal road, county road, unincorporated territory road or other road dedicated to the public. [23 MRSA §1903 (11)]

Railroad - "Railroad" includes every commercial, interurban and other railway and each and every branch and extension thereof by whatsoever power operated, together with all tracks, bridges, trestles, rights-of-way, subways, tunnels, stations, depots, union depots, ferries, yards, grounds, terminals, terminal facilities, structures and equipment and all other real estate, fixtures and personal property of every kind used in connection therewith, owned, controlled, operated or managed for public use in the transportation of persons or property. [23 MRSA §5001 (1)]

Railroad Company - Every corporation or person, their lessees, trustees, receivers or trustees appointed by any court owning, controlling, operating or managing any railroad for compensation within this State. [23 MRSA §5001 (2)]

Recovery Area - The unobstructed portion of the Highway beyond the Edge of Traveled Way that is preserved to provide drivers of errant vehicles a reasonable opportunity to stop safely or otherwise regain control.

Reference Point - A point on the face of the earth that is easily identified on most street maps and on the ground or a point defined from the Department's inventory road, Bridge or node numbers. Acceptable examples of the first type include town lines, major intersections, major stream crossings, Railroad crossings, or Bridges.

Right-of-Way - Real property or interests therein, acquired, dedicated or reserved for the construction, operation and maintenance of a transportation facility and other related facilities.

Scenic Byway - A Highway having special scenic, historic, recreational, cultural, archeological, and/or natural qualities that have been recognized as such through legislation or some other official declaration. The terms State Scenic Byway, National Scenic Byway, or All-American Road are designations included under this general term. [FHWA Docket No. 95-15 & 23 M.R.S.A. §4206 (G)]

Service - A Facility that connects a customer to a Utility distribution system or network.

Shoulder - That portion of the Highway contiguous with the traveled way for lateral support of base and surface courses and support of a vehicle. *Ref. Appendix*

Sleeve - A larger pipe enclosing a Facility. Also see "Casing".

Special Materials - A general term referring to any materials that have been designed with structural considerations to treat special or unique conditions of the Highway. Included under this term are geotextiles, geofoams, lightweight fills, tire chips and other similar materials. This term is not intended to apply to any structures covered under the terms "Highway Structure" or "Pavement Structure".

Specific Location Plan - A plan that indicates the location of Facilities along a Highway. The plan may or may not be drawn to scale, but must be adequately dimensioned to accurately identify the location of a Proposed Installation. Longitudinal distances are provided between control points, bends, manholes, poles, and other similar features. Horizontal offset distances are provided from the centerline of the Traveled Way, nearest Edge of Traveled Way, nearest Edge of Shoulder, face of Curb, or other well defined, applicable reference. Offsets indicated are to the centerline of underground installations or to the Traveled Way side of aboveground installations. The Edge of Traveled Way, Right-of-Way lines (assumed or otherwise), and other pertinent Highway features shall also be indicated on this plan.

Subgrade - The graded portion of a Highway upon which the Pavement Structure is constructed to support vehicular travel. Subgrade exists as a plane located parallel to and a specified depth below the surface of the Traveled Way. This plane extends horizontally, at the same cross-slope as the Traveled Way, to the intersection with the Inslope or the centerline of ditch, whichever is closer to the Traveled Way centerline. Where no ditch is present, the horizontal limit of Subgrade is one foot beyond the Edge of Shoulder or face of Curb. The depth to Subgrade from the centerline of the Traveled Way surface is based upon the design of the Pavement Structure. On Highways that lack a defined Subgrade or have a Subgrade of less than 600 mm (24 inches) below the Traveled Way surface, a minimum depth of 600 mm (24 inches) shall be used. *Ref. Appendix*

Traffic Control Plan (TCP) - A plan, prepared in accordance with the MUTCD, which indicates the type and placement of traffic control devices to be used around and within work areas on Public Ways. These plans are designed and stamped by a Professional Engineer registered in the State of Maine or an American Traffic Safety Services Association (ATSSA) Certified Worksite Traffic Supervisor. The plan represents actual site conditions and clearly indicates the type, location and number of signs, the use of message or arrow boards, the use of police officers or flaggers, and any other information relating to maintaining the safe and efficient flow of traffic.

Traveled Way (TW) - That portion of a Highway designated for the use of vehicular traffic excluding any Shoulders, sidewalks or parking spaces. *Ref. Appendix*

Trenchless Installation Methods - Any process through which a pipe, casing or other Facility is installed underground without using an open cut. This includes: tunneling, pipe jacking, microtunneling, pipe bursting, directional drilling, auger boring, guided boring, and pipe ramming

Utilities Engineer - The MDOT representative in charge of the Utility & Railroad Services section of the MDOT. This individual is also known as the Utility & Railroad Services Manager. *Mailing Address: Maine Department of Transportation, Utility & Railroad Services, State House Station 16, Augusta, ME 04333*

Utilities Web Site - The web site maintained by the Department for the purpose of providing current data to Utilities. The address for the Utilities Web Site is: *http://www.state.me.us/mdot/utility*

Utility - Every public or private entity operating telephones or transmitting television signals; every public or private entity that owns, controls, operates or manages any pipeline within or through this State for the transportation as a common carrier for hire of oil, gas, gasoline, petroleum or any other liquids or gases; every public or private entity making, generating, selling, distributing and supplying gas or electricity; every water or sewer company, district or system owned or operated by a public or private entity; every municipally owned or operated fire alarm, police alarm or street lighting circuit or system; every cooperative organized under chapter 35 (Title 35-A MRSA); and any other public or private entity engaged in telecommunications or the transmission of heat, or electricity. [35-A MRSA §2501] For the purposes of this policy, this definition incorporates entities beyond those defined as a "Public Utility" in Title 35-A MRSA and is not intended to affect the applicability of that definition for purposes beyond the scope of this policy.

Utility Coordinator - The person responsible for coordinating Utility relocations in conjunction with MDOT Projects.

Vent - An Appurtenance to discharge gaseous emissions from a Casing.

5. LOCATION PERMITS

1. Location Permits Required/Not Required

A Utility may not construct new Facilities within the limits of a Highway without applying for and obtaining a Location Permit from the applicable Licensing Authority except as specified herein. [35-A MRSA § 2501, 23 CFR 645 Subpart B]

A. Location Permit Required:

A Location Permit is required in each of the following circumstances.

(1) All new Facilities except as specifically exempted in Section 5(1)(B).

(2) Replacement of more than 5 poles or 50 meters (164 feet) of underground Facilities, regardless of whether those Facilities were previously permitted or deemed legal structures in accordance with 35-A MRSA §2309. For the purposes of this section, Facilities that exceed these limits are hereby considered new Facilities and not "replacements" or "additions" under 35-A MRSA §2503 (9).

(3) Installation of cabinets, transformers or other similar system components that are mounted on pads or multiple poles, not to include standard pedestals or those that are supported on an existing, single pole. Replacement of such Facilities requires permitting only if the existing supporting pad or poles are to be replaced.

(4) Replacement of any aboveground Facility resulting from damage caused by a vehicle two or more times within the past 12 months.

B. Location Permit Not Required:

A Location Permit is not required in the following circumstances, providing the Facility or Appurtenance being installed meets the standards defined herein unless otherwise specified. Where an exception is required, an application shall be submitted in accordance with Section 5(2).

(1) Attaching additional wires, cables or Appurtenances to existing poles, providing the Utility making such attachment has permitted or legally located Facilities under 35-A MRSA §2309 upon all of the same poles.

(2) Services, as defined in 35-A MRSA §2503 (10)

(3) Replacement of up to 5 poles or 50 meters (164 feet) of underground Facilities within the location tolerance as specified in Section 5(4) with respect to the original location of the Facilities being replaced. Poles replaced under this section are not required to meet the

corridor offsets as specified in Section 10(2)(C). Utilities shall not replace Facilities in greater amounts than authorized herein by dividing projects having one primary engineering purpose into multiple, smaller projects.

(4) New wires or cables in existing conduit that is either permitted or legally located under 35-A MRSA §2309.

(5) Emergency Replacements: Replacement of Facilities that present an immediate hazard or are needed to restore utility service, providing after-the-fact permitting occurs within 60 days when required.

C. Highway Opening Permits:

Applicants are advised that, depending upon the type of installation proposed, a separate Highway Opening Permit might also be required from the applicable Licensing Authority.

2. <u>Application Process</u> [35-A MRSA Chapter 25]

This section outlines the application procedures for Utility Location Permits on all Highways for which the Maine Department of Transportation is the Licensing Authority. There are two processes available to obtain a Location Permit: Statutory Application Process and the Permit-By-Rule process. The Department reserves the right to require additional information on any applications as necessary.

A. Statutory Application Process [35-A MRSA §2503]

The Statutory Application Process may be used by all Utilities to apply for a Location Permit.

(1) Submission Requirements

In order to obtain a Location Permit through the statutory application process, a Utility or authorized agent must first submit a completed application to the Department that includes each of the components listed below. A single application may include multiple Facilities of the same type, provided the general and specific location of each Facility is clearly noted on the application.

(a) **Completed Application Form(s)**: A blank application form is available on the Utilities Web Site. Applications shall provide the following information:

(i) *Description of the General Location*: The description of the General Location shall be as defined in Section 4, Definitions. Alternatively, if the Proposed Installation involves only attachment to existing poles and a permit is required, the description may simply

reference the MDOT Location Permit number issued to the owner of the poles.

(ii) *Description of the Proposed Installation:* The description of the Proposed Installation shall be as defined and shall include, as appropriate, the type of installation, the size of pipes, the number and kind of poles, voltage and number of phases, and the number of cables, anchors and guys. [17-229 CMR Chapter 205] This section is not intended to limit future additions as authorized by Section 5(1)(B)(1).

(iii) *Minimum depth below / height above ground:* Indicate the minimum Cover for underground Facilities or the minimum height above the Highway surface for aerial wires and cables.

(iv) *Maximum operating pressures:* The maximum operating pressure must be stated for pressurized pipelines

(v) *Statement of intent to publish* [35-A MRSA § 2503 (2,3,4)]: If a Proposed Installation involves the construction of Electric Supply Lines carrying over 50,000 volts or the installation of a cabinet, transformer(s) or other similar structure(s) mounted upon a pad or multiple poles, public notice is required. Otherwise, public notice of a Proposed Installation is at the applicant's option. If published, the applicant shall include the text of the application at least one time in a newspaper circulated within the Municipality (or Municipalities) encompassing the limits of the Proposed Installation. The publication shall include a statement informing any person owning property that abuts the applicable Public Way of their right to file a written objection with the Licensing Authority within 14 days after publication. Evidence of publication shall be submitted to the Department of Transportation before a permit can be issued. If not published, the application will be processed and objections may be filed in accordance with 35A MRSA §2503 (3). Objections received in this manner could result in the applicant being required to relocate the Facility at its expense.

(vi) *Owner's signature:* The owner or operator of the Proposed Installation must sign the application. Any person signing on behalf of the owner or operator must provide evidence of authorization to sign.

(vii) *Construction by Others*: If a Proposed Installation is to be constructed by a person or entity other than a Utility, that person or entity shall include a signed letter with the application acknowledging complete responsibility for the Proposed Installation until such time that the Facility is conveyed to the Utility. In no case shall a Proposed Installation constructed by others be connected to a Utility system or network prior to such conveyance unless otherwise permitted.

Applications submitted in this manner shall be signed by the Utility to indicate their agreement with the location of the proposed Facility and their intent to accept the Facility upon completion of construction. If a Location Permit is issued, it will include a special condition acknowledging construction by a non-Utility.

(b) **Specific Location Plan(s):** The Specific Location Plan shall be as defined in Section 4, Definitions. A separate Specific Location Plan shall be submitted for each proposed Facility. Specific Location Plans shall be submitted on standard letter or legal size sheets (for microfilm archive purposes) with no more than two (2) Highways being shown on one sheet.

If the Proposed Installation only involves attachment to existing poles and a permit is required, the plan may simply locate the starting and ending points in relation to any of the major features indicated in the General Location. Offsets to existing poles are not necessary.

(c) **General Location Map:** For each Proposed Installation, the Utility must submit an accurate area map (examples - MDOT Highway plan or U.S.G.S. quadrangle) or a sketch traced from such a map identifying the General Location of the Proposed Installations.

(d) **Supporting Data:** All applications must also contain statements that clearly indicate the following:

(i) Whether or not joint use or ownership of the Facility is reasonably anticipated within a year of the date of initial installation.

If the Proposed Installation involves attachment to the poles of another Utility, a copy of the lease or agreement showing evidence of the right to occupy the poles shall be included with the application. Alternatively, the application may also be signed by the Utility that owns the poles.

(ii) Whether or not there are any existing Facilities of others which are located within the minimum clearance offset specified in Section 8(1)(I);

(iii) That a copy of the application has been submitted to the municipal clerk of each Municipality or the clerk of the County Commissioners in the case of unorganized townships; and

(iv) The name, address and telephone number of a person that will be available to answer questions regarding the application or to review the Proposed Installation on-site.

(e) **Special Materials & Highway Structures:** If any part of the Proposed Installation is to be made on or within 8 meters (25 feet) of a Highway Structure or area involving Special Materials (as measured horizontally), the application must be accompanied by plans showing the location, method of construction, clearances and other data pertinent to how the Proposed Installation may impact those areas. For detailed requirements regarding Bridges and other Highway Structures, please refer to Section 12.

(f) **Traffic Control Plan:** Any work proposed within the limits of a Freeway shall include a Traffic Control Plan as defined in Section 4, Definitions. Specific requirements are further described within Section 6(6)(B), Maintenance of Traffic, Freeways.

(2) Processing

Three (3) complete copies shall be submitted to the MDOT at the address provided on the application form. One complete copy shall also be submitted to the municipal clerk of the applicable Municipality or the clerk of the county commissioners in the case of unorganized

townships. The application will be reviewed with primary consideration of the standards defined within this rule, however, specific site conditions, proposed work in the same General Location, public comments, or other concerns of the Department may also affect permit conditions. Permits will normally be processed within 30 Days, however, up to 60 Days is permissible. [35-A MRSA § 2503 (19)]

(3) Completion Confirmation

The Department will send the Utility a Completion Confirmation Form along with an approved Location Permit. Upon completion of installation of a permitted Facility, the Utility shall return the completed form to the Department, stating that all work has been completed in accordance with the specified permit. If field modifications were necessary or the scope of the original project was reduced, amended sketch plans from the original permit shall be submitted to indicate the changes. If field changes beyond the tolerance specified in Section 5(4) were necessary, the name of the MDOT representative and the date of all applicable approvals shall be indicated on the form. All amendments submitted as described above shall be deemed accepted by the Department unless the Department notifies the Utility otherwise within 60 days of receipt.

B. Facility Locations Authorized Through MDOT Projects

Locations of Facilities authorized through MDOT Projects are permitted through the coordination process that occurs in the Preliminary Engineering phase of an MDOT Project. Through this process, the Utility Coordinator and a representative from the Utility work together to generally determine the best location for the proposed or relocated Facilities. The Utility then designs their Facilities in accordance with the accommodation standards defined within this manual or as otherwise authorized by the Department. Once all available information regarding the new location of the Facilities is submitted to and accepted by the Department, a Location Permit is considered issued. This paragraph shall only apply to utilities that must be relocated as a result of the MDOT Project. New Facilities (not replacement Facilities) must be permitted as otherwise described herein. [35-A MRSA § 2503 (8)]

C. Permit-By-Rule (PBR) [17-229 CMR Chapter 205]

The Permit-By-Rule for aboveground Facilities was originally adopted in July 1995 to streamline the procedure for permitting aboveground Facilities. PBR is an alternative to the Statutory Application Process. It allows an application, which is submitted in accordance with the requirements of Chapter 205 of the Department's rules, to automatically become a valid permit within 14 or 30 Days, providing the Department raises no objections. As described in

Chapter 205, this process is only available to Utilities proposing to install poles, guys, cables, wires and related aboveground equipment in areas that are not within the Right-of-Way of Controlled Access Highways, Scenic Byways or within the limits of an MDOT Project. Facilities properly installed pursuant to these rules are legal and permitted structures. [35-A MRSA §2503(16)]

D. Additional Process For Significant Utility Installations

In addition to the applicable application process described in 5(2)(A) and 5(2)(C), Proposed Installations involving underground Facilities of at least 150 meters (492 feet) in length (excluding new or replacement wires or cables within existing Encasement) or the installation of 25 or more utility poles require evidence of coordination with at least one representative for every Utility having existing or Proposed Installations within the General Location. Coordination may occur individually with each Utility or through Coordination Meeting(s). Coordination Meetings shall be setup by the entity proposing a new project at least one week in advance of the actual meeting date. A reasonable effort shall be made to assure the availability of as many attendees as possible. Additional evidence submitted with the Location Permit application shall include:

(1) Identification of all known Utilities having existing or Proposed Installations in the General Location,

(2) The name and telephone number each individual associated with each of the Utilities identified in subparagraph (1),

(3) Identification of any major concerns identified by the other Utilities and how each concern will be addressed.

3. <u>Lapse of Permit</u>

Permits granted pursuant to these rules shall expire if substantial construction of the Proposed Installation is not commenced within 12 months of the permit date or if construction work is suspended for one or more entire Construction Seasons.

4. <u>Installation in Conformance With a Location Permit</u>

As determined by the Department through its application review process, specific permits may include requirements beyond the minimum standards stated within this policy to the extent necessary to protect the traveling public, minimize conflicts or ensure the efficient use of the Highway corridor. Proposed Installations or replacements shall be installed as permitted. If changes beyond the tolerance of the permit become necessary, the Utility shall notify the Division Engineer or authorized representative and request permission to amend the permit.

Unless otherwise specified in the permit, field changes are considered to be within the tolerance of the permit providing they comply with all of the following:

A. The offset of the modified location of aboveground Facilities is within 3 m (10 feet) of the permitted location and no closer to the Highway, or, the offset of the modified location of underground Facilities is within 900 mm (3 feet) of the permitted location;

B. The modified location does not conflict with any existing Facilities, Highway features (i.e. sidewalks, drainage pipes, Curb, entrances, etc), or other Proposed Installations within the Highway; and

C. The modified location otherwise complies with all standards defined in this policy.

5. Unauthorized Facilities

Any Facility installed within the Highway limits and not in compliance with the terms of its Location Permit, 35-A MRSA Chapter 23, 35-A MRSA Chapter 25, or this policy, is considered an Unauthorized Facility. As such, there is no legal right for that Facility to be located or maintained within the Highway limits unless the location is otherwise authorized by deed or easement. Upon notice from the Department, the Utility is fully responsible for correcting any Unauthorized Facility as directed by the Department, which may include after-the-fact permitting or removal of the Facility.

6. Private Facilities

Since private Facilities located within the Highway limits reduce the available Right-of-Way for public use, there are greater restrictions placed thereupon. Upon receipt of a complete application and with consideration of the standards provided herein, the Department may issue a Letter of No Objection to permit a private Facility to exist within the limits of the Highway. Said permit shall only be valid until such time the Department determines that the Facility interferes with the Highway, its maintenance or any of its uses. The Facility owner shall bear all costs relating to the Facility including installation, relocation, adjustment and removal. Owning a private Facility within the Highway limits does not guarantee continued use.

A. Application

Applications for Letters of No Objection may be obtained from the Utilities Web Site and shall include any applicable information as specified in Section 5(2)(A)(1). First-time applicants are encouraged to contact the Department to review the application requirements. In instances where a Private Facility is proposed in a Highway in front of property not owned by the applicant, a letter from that abutting property owner stating no objection to the proposed installation shall accompany the application. (Note: A Facility is deemed "in front of" a parcel of property whenever it is located between the centerline of the Traveled Way and the R/W line adjacent to the parcel in concern).

B. Crossings

Private Facilities, not directly connected to a Utility distribution system or network, will normally be authorized to cross Highways, providing all applicable standards are met as well as any special requirements specified by the Department.

C. Longitudinal Installations

Private installations parallel to and within the limits of the Highway will not normally be authorized. However, where a proposed installation is less than 150 m (492 feet) in length, the Department will consider each application on a case-by-case basis.

6. FACILITY MAINTENANCE OBLIGATIONS

This section outlines the requirements for all Utilities having Facilities that are either permitted or deemed legal structures within the limits of state or state-aid Highways. These requirements are applicable to all new and existing Facilities.

1. Maintenance of Facilities

Every person or Utility having Facilities within the Highway limits is responsible for keeping those Facilities sufficiently maintained so as not to degrade the integrity of the Highway or reduce the overall level of safety. Any deficiencies in a Facility that create a potential hazard to the Highway users or maintenance crews shall be promptly corrected upon notice from the Department.

2. Records and Locating Facilities

Every person or Utility having Facilities within the Highway limits is responsible for maintaining records regarding the following:

A. The Highway and Municipality in which each Facility is located,

B. Evidence of all applicable permits, easements, deeds, or other applicable rights for any Facilities within the limits of the Highway,

C. The specific installed location of underground Facilities within the limits of the Highway.

Persons or Utilities not having the records specified above shall be responsible for obtaining that information for the Department to the extent requested by the Department and reasonably necessary for Department activities.

3. Services

Each Utility is responsible for assuring proper adjustment, relocation or repair of any portion of a Service that is located within the limits of the Highway and connected to that Utility's distribution system or network.

4. Out-of-Service Facilities

All Facilities taken out of service and located either aboveground or attached to Highway Structures shall be removed within 60 days of their last use. Underground Facilities that are taken out of service may remain in their existing locations providing the owner or operator retains full responsibility for the Facility as provided herein. Should a remaining Out-of-Service Facility degrade the Highway or interfere with its use, construction or maintenance, the owner of that Facility is responsible for either correcting the conflict or removal of the Facility at the Department's option.

5. Utility Pole Replacement and Wire Transfers:

Unless otherwise approved by the Department, all wire transfers and removal of replaced poles shall not extend beyond one year from the installation date of the new

pole(s). Poles that remain beyond this one-year, maximum tolerance, or otherwise approved completion date, are not considered maintained in accordance with the terms of their permit as specified in 35-A MRSA §2503(6). All replaced poles are deemed Out of Service upon transfer or removal of all wires and/or cables and shall be removed from the Highway limits in accordance with Section 6(4).

6. Maintenance of Traffic

A. State and State-aid Highways

Any work performed by any party within the limits of a state or state-aid Highway, whether new construction, adjustment, or maintenance operations, shall be conducted in a manner to protect the public. Traffic control methods consistent with the current version of the MUTCD shall be consistently implemented to ensure the safe and expeditious movement of the traveling public. [23 CFR 645.209]

B. Freeways

On Freeways, additional requirements beyond those provided within the MUTCD may be required. The Department must approve all work occurring within the Right-of-Way limits of a Freeway in advance. A Traffic Control Plan shall be submitted as part of the application. Additional requirements are specified as follows:

(1) General

(a) Median crossovers shall not be used at any time.

(b) Personal vehicles owned by any of the work area employees shall not access the work area from the Interstate or be parked within the Right-of-Way.

(c) Traffic shall not be interrupted during inclement weather, weekends or periods of heavy traffic

(d) All sign arrays, cones, and flashing arrow boards shall be in place and operating before the start of any other work.

(e) The Utility shall have a competent individual on site for the entire duration of the work that is familiar with MUTCD standards and is capable of diagnosing and correcting any traffic problems that may arise as a result of the work.

(f) 48 hours advance notice shall be given to both the Division Engineer and the Maine State Police prior to the start of any work.

(2) Short-Term Wire Crossings

If a Utility must pull an aerial wire across a Freeway and there is no alternative to briefly interrupting the through traffic, a "Rolling Roadblock" procedure may be utilized in accordance with the following requirements:

(a) Immediately prior to the start of work, all advance signing shall be positioned in accordance with the Traffic Control Plan.

(b) Only the State Police shall stop Interstate traffic. One police cruiser, for each direction, may be used to stop traffic when only two lanes (in each direction) are present. However, each additional lane will require one additional police cruiser.

(c) Traffic shall only be stopped between the hours of 10:00 p.m. and 5:00 am

(d) Traffic shall not be stopped for more than 10 minutes in any 1-hour period.

(3) Underground Crossings by Trenchless Installation Methods

The following shall apply whenever Trenchless Installation Methods are used to cross a Freeway:

(a) No access to the work site will be permitted from the Controlled Access Highway.

(b) Pits will normally be located outside the Right-of-Way limits. If conditions warrant, the Department may elect to allow pits within the Right-of-Way limits, providing no part of the operation encroaches within the Clear Zone limits.

If all work is to occur outside of the Right-of Way limits, work zone signing on the Interstate will not be necessary. If the work is to occur within the Right-of-Way, but outside of the Clear Zone limits, "Work Area Ahead" signs shall be used.

C. Railroad Crossings

Any work performed within the area defined by the crossing of the Highway and the Railroad limits shall also comply with all reasonable requirements of the Railroad Company to ensure the safety of the workers, the traveling public and the safe operations of the trains.

D. Noncompliance

Should any person fail to comply with the requirements set forth above, the Department may suspend the work until the noted deficiency is corrected. When the work being performed is within the Highway limits and not located

within the construction limits of an MDOT Project, the Utilities Engineer, Division Engineer or authorized representative shall determine when a suspension is warranted. If the work being done is within the construction limits of a MDOT Project, the Construction Manager or authorized representative shall determine when a suspension is warranted.

7. **Tree Clearing/Trimming**

A. General

Utilities are responsible for all work associated with any tree clearing and/or trimming required to install and maintain their Facilities.

B. Notification

Utilities must notify the Department, in writing, at least thirty Days prior to any trimming, cutting, or removal of trees by the Utility within the Highway limits. Such notification shall include:

(1) the names of the Municipalities where the operations are to be performed,

(2) a description of the maintenance operations,

(3) the name and work number of the person(s) responsible for the maintenance operations, and

(4) whether any of the areas listed are on a Scenic Byway.

All notifications shall be sent to the Division where the tree maintenance operation is to be performed. The addresses and corresponding areas for each Division are provided on the Utilities Web Site. If the tree maintenance operations are to be performed on a designated Scenic Byway, then a copy of the notification must be sent to the Utilities Engineer.

C. Notification Exceptions

When thirty Days notice cannot be provided for "hot spot" work or new construction line clearance work that was not anticipated, the Divisions may be contacted by phone and the thirty Days notice will be waived. This does not apply to work on Scenic Byways or typical tree maintenance operations on other Highways. Emergency trimming and removal of trees to restore power or communications do not require notification

D. Herbicide

With the exception of coniferous (softwood) trees, any stumps over 25 mm (1 inch) in diameter that are to remain within the Highway limits shall be treated with an approved herbicide spray mixture by a Certified Pesticide Applicator and in accordance with State Board of Pesticides Control Regulations unless otherwise restricted by the DEP.

7. SCENIC AREAS

Certain lands are acquired or set aside for scenic enhancement and natural beauty. Such areas include Scenic Byways, scenic strips, overlooks, rest areas, recreation areas, wildlife and waterfowl refuges, historic sites, public parks, and landscaped areas. The Utilities Web Site indicates the designated state and federal Scenic Byways within the State of Maine.

To protect the aesthetic quality of these areas, new Utility installations are not permitted within scenic areas unless the following criteria are met: [23 CFR 645.209]

A. The installation does not require extensive removal or alteration of trees or other natural features visible to the Highway user, or impair the aesthetic quality of the lands.

B. New aerial installations are permitted only if:

1. Other locations or underground construction are not technically feasible, cost prohibitive or less desirable from a visual quality standpoint.

2. The design of the Proposed Installation gives adequate attention to the protection and preservation of the visual qualities of the area in location, materials and methods of construction.

C. Installations for Highway Purposes - All criteria set forth in Paragraphs A and B shall also apply to Utility Facilities needed solely for Highway purposes, such as continuous Highway lighting or services to a safety area, rest area or recreational area.

8. GENERAL LOCATION REQUIREMENTS

This section outlines the general requirements for all Facilities within the Highway limits. Additional standards that are specific to the type of Facility or the type of Right-of-Way are discussed in subsequent chapters.

1. Design/Construction

The Utility is fully responsible for the design of any of its Facilities to be installed within the Highway limits.

A. National Standards: All Facilities within the Highway limits must also comply with any applicable National Standards. Where those standards differ from what is stated herein, the higher degree of protection shall prevail.

B. Public Laws/Orders: Nothing in this rule is intended to interfere with the applicability or enforcement of any laws, rules, orders of the MPUC, or ordinances consistent with this policy. This specifically includes the Americans With Disabilities Act of 1990 [PL 101-336].

C. Design Life: All permanent Utility installations on, over, or under the Highway or attached to any Highway Structures shall be of durable materials designed for long service life expectancy with due consideration given to the overall needs of the Highway corridor. Facilities shall be designed to be relatively free from routine servicing and maintenance.

D. Uniform Alignment: Longitudinal installations shall be designed and installed on as uniform an alignment as possible to minimize potential conflicts and to aid in locating underground Facilities in the future.

E. Minimize Interference: Wherever possible, Facilities shall be located to minimize the possibility of interference with other Facilities or Highway work.

F. Crossings: To the extent feasible and practicable, Facility crossings of the Highway shall be generally perpendicular to the Highway alignment.

G. Permits: The Utility is required to secure all permits necessary for the installation, adjustment or maintenance of their Facilities.

H. Cooperation With Other Utilities: Throughout the design and installation of any Facilities within the Highway limits, Utilities must address the needs of all other Utilities with regard to their existing or Proposed Installations located in the vicinity of another Proposed Installation. This shall include maintaining sufficient offsets from other Facilities and assuring that all other Utilities have reasonable access to their own Facilities during construction. Where Utilities are unable to resolve conflicts in accordance with this policy, the Department shall make the final determination.

I. Clearance Between Facilities: The following defines the minimum clearance standards for Facilities within the Highway limits. Greater clearances are encouraged and may be required whenever possible. Utilities are encouraged to undertake joint construction whenever possible and the Department will generally issue an exception to these standards when all affected parties agree to a lesser requirement that is consistent with the applicable National Standard(s).

(1) Horizontal Clearance Between Longitudinal Facilities: Unless specifically permitted otherwise, a 900 mm (3 foot) minimum horizontal clearance shall be maintained between all underground Facilities. Measurement between underground Facilities shall be taken horizontally from the closest edge of the Facility. Aboveground pole lines (excepting crossings and services) shall also be included in this standard where those poles occupy a reasonably consistent offset. Measurement to a pole line shall be to the nearest face of pole or to the vertical plane established longitudinally through the center of the pole line between poles.

(2) Vertical Clearance Between Facilities: Where underground Facilities must cross; the angle of such crossing shall be as close to 90 degrees as possible, with a minimum vertical clearance of 300 mm (1 foot).

J. Erosion Control and Restoration of Vegetation: Utilities shall stabilize the soil in all work areas within the Highway limits to minimize erosion. Restoration of loam, grass or other landscaping vegetation is required following the completion of Backfill as soon as weather conditions and/or seasons of the year allow. Temporary mulch shall be used until permanent treatments can be applied.

2. Utility Corridors

To obtain consistency and maximize the use of the Highway, "preferred corridors" have been specified below for each type of Facility. In the process of establishing plans, Utilities are encouraged to utilize these corridors whenever practical.

Type of Utility Facility	Preferred Corridor
Water & Sewer Lines	Under the Traveled Way
Gas Lines	Under the Shoulder
Telephone/Electric Conduit	Under the Shoulder or Sidewalk
Direct-bury Communications	600 mm (2') from ES
Utility Pole Line	As close to R/W limit as practical

9. UNDERGROUND INSTALLATIONS

1. General

A. Depth of Cover

The minimum depth of Cover for any Facility within the right of way limits is 900 mm (36"). Additional requirements are specified herein for each type of Utility.

Any wires, pipes, conduits or cables that are presently located within the Highway limits at a depth of less than 300 mm (1 foot) and not specifically permitted to be at that depth, shall be relocated in accordance with this policy.

B. Encasement

Casings shall be used under Bridge approach slabs and in close proximity to Highway Structure footings. Due to the wide variety of designs and the differing schedules for construction or maintenance, the Department will need to determine Casing requirements near footings on a case-by-case basis. Where Encasement is to be employed in other areas, such Encasement shall be provided under center Medians and within the Pavement Structure limits to a point beyond the ditch line for cut sections, 1.5 m (5') beyond the toe of slope for fill sections, or 1.5 m (5') beyond the face of Curb on urban section roadways (including side streets). Exceptions for Encasement within a portion of the Median may be approved when excessive Median width or significant changes in the roadway cross-section make a continuous installation impractical.

C. Markers & Detection Aids

(1) Warning Tape: Upon installation, all underground Facilities installed by open cut shall include warning tape, of a color consistent with the APWA Uniform Color Code, located roughly 450 mm (18") directly above and parallel to the entire installation.

(2) Signs: All underground utilities crossing the entire Right-of-Way (from one boundary to the other) shall have a readily identifiable marker installed at each Right-of-Way line crossed to indicate the type of Facility, the name of the owner and a telephone number to call. Signs shall be maintained with current, legible information.

(3) Detection Aids: All nonmetallic underground Facilities shall include some metallic component installed directly above, below, or as an integral part of the Facility to aid in the future detection and location of the Facility.

D. Appurtenances

Aboveground Appurtenances installed as a part of an underground Facility shall be located in accordance with Section 10 - Aboveground Installations.

E. Methods of Installation

(1) Trenchless Installation Methods: All pits associated with Trenchless Installation Methods shall be located as far from the ETW as possible, preferably outside the Clear Zone. Pits shall be located and constructed so as not to compromise public safety or the integrity of any Highway Structure footings. The bottom of the roadway edge of all pits shall, at a minimum, be located beyond a line created by a 1:1 slope projected down from the ETW. The Division Engineer or Utilities Engineer may require the use of support structures to achieve the proper degree of protection.

(2) Blasting: 24 hours notice must be given to the appropriate MDOT Division Office prior to any blasting within the Highway limits. When blasting is to occur within 30 m (100') of a Highway Structure, prior approval must be obtained from the MDOT Bridge Maintenance Engineer. The Department may require that detailed plans and procedures prepared by a licensed blaster be submitted by the Utility. Pre-blast surveys may also be specified as a work condition.

(3) Pavement Cuts: Wherever pavement is to be cut, all edges shall be cut neat and reasonably straight.

(4) Backfill/Compaction: Backfill compaction shall equal that of the surrounding soil outside of the Pavement Structure limits. Within the Pavement Structure limits, Backfill and compaction requirements shall be in accordance with the Department's Standard Specifications for Highways and Bridges.

F. Locations of Installations

(1) Undesirable Locations: Locations in deep cuts, near footings of Bridges or retaining walls, within areas of Special Materials, across intersections at grade, across ramp terminals, or in areas where it will be difficult to attain minimum Cover shall be avoided whenever possible.

(2) Clearance from Highway Structures: Vertical and horizontal clearance between any Facility and a Highway Structure shall be sufficient to permit maintenance of both without interference. Clearances shall comply with Section 8(1)(I).

(3) Road Side of the Utility Pole Line: Unless sufficient Right-of-Way is not available, mainline underground Facilities should be installed on the Traveled Way side of the pole line.

(4) Additional Requirements: The location of any Facilities may be further restricted by the Utilities Engineer or Division Engineer to insure that a proposed Facility will not interfere with existing or currently planned Highway construction and/or maintenance activities.

(5) Highway Drainage Pipes: Highway drainage pipes and structures shall be protected during any Utility installation and maintenance. Utilization of existing drainage pipes as Sleeves is not permitted.

2. Gas, Liquid Petroleum, and Other Hazardous Transmittant Pipelines

A. Cover

Hazardous Transmittant pipelines shall have a minimum Cover of 900 mm (36").

B. Multiple Lines

In the event that a utility proposes to install two active Hazardous Transmittant pipelines along the same corridor, the two lines shall be placed one above the other, as reasonably vertical as practicable, considering safe operation and maintenance of the lines. The lower-pressure line shall be installed above the higher-pressure line and must meet the minimum cover requirements as specified in Section 9(2)(A).

C. Vents

One or more Vents shall be provided for each Casing or series of Casing. For Casing longer than 45 m (150') Vents shall be provided at both ends. On shorter Casing a Vent shall be located at the high end with a marker placed at the low end. Vents shall be placed at the Right-of-Way line immediately above the pipeline, situated so as not to interfere with Highway maintenance or be concealed by vegetation. Ownership of the lines and an emergency contact number shall be shown on the Vents.

D. Drains

Drains for Hazardous Transmittant pipelines will not be permitted to outfall into drainage ditches, natural watercourses or onto the Highway.

3. Water Lines

A. Cover

The minimum Cover for waterlines shall be 900 mm (36"). The Utility owner is responsible to assure that all waterlines are suitably protected against

freezing. All uninsulated water lines shall have sufficient Cover to exceed the depth of frost penetration.

B. Drains

Waterline Encasement or drains may be permitted to outfall into roadside ditches at locations approved by the Department.

4. Sanitary Sewer Lines

A. Cover

Reference "Water Lines", Section 9(3)(A).

B. Drains

Sanitary sewer line Encasement drains shall not outfall into drainage ditches, natural watercourses, or onto the Highway.

C. Manholes

Manholes serving sewer lines up to 600 mm (24") in diameter shall have a minimum inside diameter of 1,200 mm (48"). For any increase in line size or number of pipes, the inside diameter of the manhole may be increased a like amount. Manholes for large interceptor sewers should be specially designed, keeping the overall dimensions to a minimum. The outside diameter of the manhole chimney at the ground level shall not exceed 900 mm (36"). Any manholes allowed within the pavement shall be set flush with the pavement and will not be in the vehicular wheel path.

5. Electric Supply Lines

A. Cover

The minimum Cover for underground Electric Supply Lines within the Highway limits shall be 900 mm (36").

B. Conduit

All underground Electric Supply Lines within the Highway limits shall be in Conduit. Conduit shall be either steel or concrete encased.

C. Services

Underground Electric Supply Line services located within the Highway limits shall also be encased in a minimum of 100 mm (4 inches) of concrete in addition to complying with all other applicable standards specified herein.

D. Manholes

Manholes shall be limited to those necessary for installation and maintenance of underground lines. The elevation of manhole rims and covers

shall be set at finished grade. New manholes will not be permitted within the Traveled Way or Shoulder of a Highway except within urban areas.

To conserve space within the Right-of-Way for the needs of the Highway corridor, manhole vault dimensions should be no larger than is necessary to hold the equipment involved and for safety standards to be assured for maintenance personnel. Outside width should not exceed 2.1 m (7'), with the length held to a reasonable minimum. The outside dimensions of a manhole chimney should not exceed the minimum required to support the manhole frame and cover. Manhole covers (for personnel access) shall be installed flush with finished grade and shall not be in the vehicular wheel path. The top of the roof of the manhole vault shall be set to meet a minimum Cover of 900 mm (36 inches).

6. **Communication Lines (Telephone, CATV, etc...)**

A. Cover

The minimum Cover for underground Communication Lines within the Highway limits shall be 900 mm (36") for either encased or unencased installations.

B. Manholes

Section 9(5)(D) applies.

10. ABOVEGROUND INSTALLATIONS

1. General

A. Vertical Clearances

The vertical clearance of new overhead Utility lines above Highways and intersecting Public Ways shall be a minimum of 5.5 m (18'). When existing roadway elevations are increased, existing overhead Facilities that meet vertical clearances defined within applicable National Standards may be allowed to remain unless otherwise directed by the Department. New or adjusted overhead lines running parallel to the Highway and not crossing intersecting Public Ways shall have a minimum vertical clearance as defined within applicable National Standards.

B. Utility Poles

(1) Pole Construction: Utility poles within the Highway limits shall be single-pole construction.

(2) Multiple Pole Lines: Multiple Pole Lines are no longer permitted within the Highway limits. Stub poles or service poles that must be located within the Right-of-Way are not considered a separate pole line, but shall conform to all applicable offset criteria. Existing areas having Multiple Pole Lines shall be reduced to a single, joint use pole line whenever:

(a) the Department undertakes any construction project having a scope beyond a Pavement Overlay and existing poles are required to be relocated, or

(b) the Department determines a particular area to present a significant hazard to the traveling public.

If any Utility undertakes a project in an area with an existing Multiple Pole Line that is separate from a MDOT Project and consists of the replacement of ten or more consecutive poles, one of the following must occur:

(a) the owners of the aboveground Facilities must agree to combine their Facilities onto a single pole line as part of the proposed project, or

(b) the Utility undertaking the pole replacements must install poles of sufficient height to accommodate the other Facilities when they are upgraded

Existing Multiple Pole Lines, which involve Electric Supply Lines owned by different Utilities, will not be forced to combine onto a single pole line providing all offset criteria are met.

(3) Service Poles: Unless vertical clearances and the local terrain dictate otherwise, all poles used to exclusively provide service to a customer shall normally be installed at or beyond the Highway limits.

(4) Anchors: Utility pole anchors shall not be installed on the Traveled Way side of a pole unless located behind guardrail and in compliance with Section 10(2)(B)(1). Anchors shall be adequately designed and installed to enable shared-use whenever possible with standard utility equipment.

2. Offsets

Aboveground offsets define the horizontal clearance required to provide a Recovery Area and room for adequate Highway maintenance. Although specific offset values are defined herein, it is important to recognize that these offsets are minimum values. Greater setbacks (preferably in accordance with Clear Zone standards) should be provided whenever possible to provide improved safety and to minimize the potential for conflicts with future Highway construction. Unless otherwise noted, all offsets are to the portion of the aboveground Facility that is below a vertical height of 4 m (13 feet) and located closest to the Edge of Traveled Way.

Existing aboveground Facilities that are located within the limits of MDOT Projects with a scope greater than a Pavement Overlay shall be adjusted to meet the standards defined in this policy. Existing aboveground Facilities in other areas that do not presently meet the minimum offset standards may remain in place until the Department determines that those Facilities present a safety problem or otherwise conflict with the use, construction or maintenance of the Highway.

A. General

(1) Offset From Edge of Shoulder: Unless site-specific conditions pertaining to guardrail, curb or the "600 mm Rule" apply as described under Section 10(2)(B), no offset shall result in an aboveground Facility being located within 1.8 m (6 feet) from the Edge of Shoulder, regardless of whether the surface of the Shoulder is paved or unpaved.

(2) Fire Hydrants: Hydrants shall be of breakaway construction and generally located in accordance with the offsets defined herein. However, where local fire equipment presents limitations, the maximum offset possible may be used, providing it is in accordance with Section 10(2)(A)(1).

(3) Breakaway Devices: Aboveground Facilities may be permitted within the minimum offsets specified when authorized by the Department and when a breakaway system is utilized.

(4) Mid-Span Poles: New poles located between two existing poles may be permitted at lesser offsets than defined herein provided that the new pole is "in-line" with the two existing, adjacent poles and that the offset of the new pole is equal to or greater than the smallest offset of the adjacent poles.

B. Site-Specific Conditions

(1) Guardrail: For steel beam guardrail, aboveground Facilities shall be set back a minimum distance of 900 mm (3 feet) from the back of post. Where space permits, greater offsets are encouraged to facilitate snowplowing. Aboveground Facilities located behind cable guardrail shall be set back 3.6 m (12 feet) or in accordance with the offset standards without guardrail, whichever is less.

(2) Curb: In urban areas with posted speed limits of 56 kph (35 MPH) or less, aboveground Facilities may be installed 1.5 m (5 feet) behind the face of Curb. In locations where insufficient Right-of-Way or other restrictions are present and no other practical solution exists, the Department may elect to allow aboveground Facilities as close as 300 mm (1 foot) behind the face of Curb.

(3) Ditches: No aboveground Facilities shall be set in the Flow Area of a ditch. New Facilities installed in areas with ditches shall generally be installed behind the ditch and at least 600 mm (2 feet) up the Backslope (as measured horizontally) unless the offset of the ditch exceeds the required aboveground offset by at least 2.4 m (8 feet). Existing Facilities that meet offset standards in the Inslope of a ditch area may be permitted to remain in their present locations until replaced.

(4) Islands/Traffic Circles: Aboveground utilities are not permitted in the center island of a traffic circle or in traffic islands.

(5) Culverts: Aboveground Facilities are not permitted within 2.4 m (8') of the end of any culvert.

(6) Restricted Right-of-Way: If a Highway segment has not experienced 3 or more crashes relating to Utility installations in the past 3 years and there is insufficient Right-of-Way to attain the minimum offset requirements defined herein, the Department may elect to permit aboveground Facilities as close as practicable to the existing Right-of-Way limits.

(7) Urban Areas With No Curb: Aboveground offsets may be limited to that specified in Section 10(2)(A)(1), *Offset From Edge of Shoulder*, in urban areas with speed limits of 56 kph (35 MPH) or less when Curb is not present.

(8) MDOT Projects

(a) **Resurfacing Projects:** Offsets for existing aboveground Facilities may be limited to 3m (10') from the Edge of Traveled Way or as stated in 10(2)(A)(1), *Offset From Edge of Shoulder*, whichever is greater, whenever the Department undertakes a Highway project with a Pavement Overlay scope.

(b) **"600 mm Rule":** When aboveground offsets are reviewed for compliance in conjunction with a MDOT Project, the Department may elect to allow a Facility to remain at an offset of up to 600 mm (2 feet) less than the required minimum providing the existing location complies with the following:

(i) The existing Facility does not conflict with the Highway construction or any of the permanent Highway features;

(ii) The existing Facility does not conflict with any other standard defined in this policy.

C. Corridor Offsets

The following defines the standard offsets that apply to a given corridor whenever the site-specific conditions described in Section 10(2)(B) are not applicable. Maps that identify the classification of all state and state-aid Highways are available on the Utilities Web Site.

(1) National Highway System (NHS)

The aboveground offset standards applicable to all non-breakaway Facilities along Highways in the National Highway System shall comply with Clear Zone standards.

(2) State Standards Tables (Non-NHS Highways)

The following tables define the minimum offsets for all aboveground Facilities located along rural, non-NHS Highways. These standards are based upon the classification of the Highway and the highest AADT anticipated within the life of the Facility.

Minor Collector Highways

Design Year AADT	Paved Width	Typical Section m (ft.)	Min Pole Offset (from ETW)
Under 1000	7.2 (24 ft.)	3.6 - 3.6 (12 - 12) ETW at: 3 (10)	**2.5 m (8 ft.)**
1000 to 4000	8.4 (28 ft.)	4.2 - 4.2 (14 - 14) ETW at: 3.3 (11)	**2.7 m (9 ft.)**
Over 4000	*Ref. Major Coll.*	*Ref. Major Coll.*	***Ref. Major Coll.***

Major Collector Highways

Design Year AADT	Paved Width	Typical Section m (ft.)	Min Pole Offset (from ETW)
Under 1000	7.2 m (24 ft.)	3.6 - 3.6 (12 - 12) ETW at: 3 (10)	**3 m (10 ft.)**
1000 to 4000	8.4 m (28 ft.)	4.2 - 4.2 (14 - 14) ETW at: 3.3 (11)	**3 m (10 ft.)**
4000 to 6000	9 m (30 ft.)	4.5 - 4.5 (15 - 15) ETW at: 3.3 (11)	**3 m (10 ft.)**
Over 6000	11 m (36 ft.)	1.9 -7.2 -1.9 (6 - 24 - 6) ETW at: 3.6 (12)	**4.5m (15 ft.)**

Minor Arterial Highways

Design Year AADT	Paved Width	Typical Section m (ft.)	Min Pole Offset (from ETW)
Under 1000	8.6 m (28 ft.)	4.3 – 4.3 (14 - 14) ETW at: 3.3 (11)	**3 m (10 ft.)**
1000 to 6000	*Ref. Major Coll.*	*Ref. Major Coll.*	***Ref. Major Coll.***
6000 to 8000	11 m (36 ft.)	1.9 -7.2 -1.9 (6 - 24 - 6) ETW at: 3.6 (12)	**6 m (20 ft.)**
Over 8000	12.2 m (40 ft.)	2.5 – 7.2 – 2.5 (8 - 24 - 8) ETW at: 3.6 (12)	**6 m (20 ft.)**

11. CONTROLLED ACCESS HIGHWAYS

For the purposes of this policy, Controlled Access Highways are separated into two categories: Freeways and non-Freeways.

1. Freeways

A. New Utility Installations Along Freeways

New Facilities will not normally be permitted longitudinally within Freeway COA. Where special circumstances exist, the Department may elect to permit such installations under strictly controlled conditions.

Where such longitudinal installations are requested, the Utility must demonstrate to the Department's satisfaction:

(1) That the accommodation will not adversely affect Highway and traffic safety.

(2) That alternate locations are not available or cannot be implemented at reasonable cost, from the standpoint of providing efficient service in a manner conducive to safety, durability, and economy of maintenance and operations; that the accommodation will not adversely affect the design, construction operation, maintenance, or stability of the Freeway; and that it will not interfere with or impair the present use or future expansion of the Freeway.

(3) That the accommodation satisfies the conditions of Section 11(1)(D), *Access for Constructing and/or Servicing Utilities*.

All longitudinal accommodations as may be warranted herein shall only be in accordance with a valid Location Permit. Where longitudinal installations must traverse interchange areas, they shall be located and treated in the same manner as Utility crossings within interchange areas, as in Section 11(1)(C).

Service connections to adjacent properties shall not be permitted from longitudinal installations located within the Freeway COA.

B. Existing Facilities Along Proposed Freeways.

Where a Facility already exists within the proposed Right-of-Way of a Freeway and it can be serviced, maintained and operated without access from the through traffic roadways or ramps, it may remain as long as it does not adversely affect the safety, design, construction, operation, maintenance or stability of the Freeway. Otherwise, it must be relocated, except for special cases as covered by Section 11(1)(A).

C. Facilities Crossing Freeways

New Facilities and adjustments or relocations of existing Facilities may be permitted to cross a Freeway. To the extent feasible and practicable they should cross on a line generally normal to the Freeway alignment and preferably under the Freeway.

(1) Facilities Along Roads or Streets Crossing Freeways

Where a Facility follows a crossroad or street that is carried over or under a Freeway, provision should be made for the Facility to cross the Freeway on the locations of the crossroad or street in such manner that the Facility could be constructed and/or serviced without access from the through-traffic roadways or ramps. Generally the Facilities are to be located within the Right-of-Way of the crossroad or street, existing or relocated, and may cross over or under the Freeway or be carried on or through the grade separation structure, provided installation and servicing thereof can be accomplished without access from the through-traffic roadways or ramps. Where distinct advantage and appreciable cost saving is effected by locating the Facilities outside the Right-of-Way of the crossroad or street they may be so located, in which case they shall be located and treated in the same manner as overhead Facilities crossing the Freeway at points removed from grade separation structures as in subparagraphs (2) and (3) which follow.

(2) Overhead Facility Crossings

Overhead Facilities crossing a Freeway at points removed from grade separation structures, or those crossing near a grade separation but not within the Right-of-Way of a crossroad or street, in general, should be adjusted so that supporting structures are located outside the COA. In any case supporting poles shall:

(a) Not be placed within the appropriate Clear Zone.

(b) Not be located within a Median of 24 m (80') or less in width.

(c) Not impair sight distance from any point on the through roadway or ramps.

The vertical clearance to overhead Facilities crossing Freeways shall be the greater of 6 m (20') or as required by the National Electrical Safety Code, ANSI C2, Institute of Electrical and Electronics Engineers, Inc.

(3) Underground Facility Crossings

Facilities crossing underground below the Freeways shall be of durable materials and so installed as to virtually preclude any necessity for disturbing the roadways to perform maintenance or expansion operations. The design and types of materials shall conform to appropriate National Standards. Manholes and other points of access to underground utilities shall be located outside the Right-of-Way limits.

(4) Provisions for Expansion of Facilities

When existing Facilities are relocated or adjusted in conjunction with construction of a Freeway, provisions may be made for known and planned expansion of the Facilities, particularly those underground. They should be planned to avoid interference with traffic at some future date when additional or new overhead or underground Facilities are installed.

D. Access for Constructing and/or Servicing Facilities

In general, Facilities are to be located and designed in such a manner that they can be constructed and/or serviced without direct access from the through roadways or connecting ramps. Such direct access shall not be permitted except for special cases where alternate locations and/or means of access are unavailable or impractical due to terrain and/or environmental constraints, and such use will not adversely affect safety or damage any part of the Highway. Where direct access is requested, a permit must be obtained from the Department.

Access for construction and/or servicing a Facility along or across a Freeway should be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads and streets, or (c) trails along or near the Highway, connecting only to an intersecting road, from any one or all of which entry may be made to the outer portion of the Freeway Right-of-Way. Subject to 23 CFR 111, a locked gate along with COA fence may be utilized to meet periodic service access needs. Where a gate is allowed, it will be documented by an approved permit that will include adequate provisions against unauthorized use.

In those special cases where supports, manholes, or other Appurtenances are located in Medians, interchange areas, or otherwise inaccessible portions of Freeway Rights-of-Way, access to them from through-traffic roadways or ramps may be permitted when other alternatives do not exist. Such access shall be by permit setting forth the conditions for policing and other controls to protect Highway users.

Entry to the Median area should be restricted where possible to nearby grade separation structures, stream channel crossings, or other suitable locations not involving direct access from through roadways or ramps.

Where Facilities are located outside the COA line and where such Facilities may require maintenance from within the Freeway Right-of-Way, a permit must be obtained from the Department.

All permits shall include adequate provisions for COA to the Utility work zone, direction of traffic and protection of workers and the traveling public. Advance arrangements should also be made between the Utility and the Department for emergency maintenance procedures.

E. Manner of Making Utility Installations and Adjustments

In general, Utility installations and adjustments are to be made with due consideration to Highway and Utility costs and in a manner that will provide maximum safety to the Highway users, will cause the least possible interference with the Highway facility and its operation, and will not increase the difficulty of or cost of maintenance of the Highway.

2. Non-Freeways

Non-Freeway Controlled Access can vary from small segments along a Highway to entire corridors, such as a bypass. In general, Facilities within these Controlled Access areas will be treated in the same manner as Freeways. However, based upon the specific conditions involved, the Department may consider allowing longitudinal installations.

A list of Non-Freeway Controlled Access areas is available on the Utilities Web Site.

12. BRIDGES AND OTHER HIGHWAY STRUCTURES

1. General

Where other arrangements are not feasible, the Department will consider permitting attachment of Facilities on Highway Structures. Each such attachment will be considered on an individual basis and permission to attach will not be considered as establishing a precedent for granting subsequent requests for attachment. The following requirements are established for attachment to any Highway Structure:

A. *P.E. License & Certification:* A Maine Licensed Professional Engineer shall design all proposals for attachments to Highway Structures in accordance with the latest AASHTO standards. In the case of Bridges, Each design proposal shall be fully evaluated in accordance with the latest edition of AASHTO *LRFD Bridge Design Specifications* or AASHTO *Standard Specifications for Highway Bridges, 16th edition* and the Maine Department of Transportation Bridge Design Manual (as applicable) to assess the effect of the attachment(s). A statement certifying that the additional loading will not exceed allowable limits is required as part of the design submittal.

B. *Out-of-Service Facilities:* All Facilities that are taken out-of-service shall be removed in accordance with Section 6(4). If any such Facilities are not removed, the Department may elect to remove such Facilities at the Utility's expense.

C. *Other Applicable Permits:* Utilities are responsible for acquiring any and all permits that may be applicable to their proposed work. Some of the applicable permits may include:

(1) *Coast Guard Permits:* A Coast Guard permit or notification may be required whenever the proposed work will occur over a navigable waterway.

(2) *Railroad Permits:* Work permits may be required for any work done over, under or near a Railroad and are obtained directly from the Railroad Company.

(3) *Environmental Permits:* Permits may be required by the Natural Resources Protection Act (NRPA) administered through the Department of Environmental Protection (DEP), Shoreland Zoning, Army Corp. and others.

D. *Identification Tag:* A permanent tag shall be affixed to each end of the attached Facility identifying the owner of the Facility, the type of attachment, and a contact telephone number. All tags shall be maintained in a legible condition with current information.

E. *Electric Supply Lines /Communication Lines:* Communication and Electric Supply Lines shall be suitably insulated, grounded, and carried in protective Conduit or pipe from the point of attachment to the point of exit per applicable National Standards.

F. *Hazardous Transmittants:* Mutually Hazardous Transmittants shall be isolated by compartmentalizing or by auxiliary Encasement of incompatible carriers. This shall include Electric Supply Lines.

G. *Casing Vents:* Where a pipeline on or in a structure is encased, the Casing shall be effectively opened or Vented at each end to prevent possible buildup of pressure and to detect leakage of gases or fluids.

H. *Unencased Attachments:* Where a Casing is not provided for a pipeline on or in a structure, additional protective measure shall be taken, such as employing a higher factor of safety in the design, construction and testing of the pipeline than would normally be required for encased construction.

I. *Pipeline Shutoffs:* Pipeline shutoffs, preferably automatic, shall be required within close proximity of attachments unless other sectionalizing devices can isolate segments of the lines. Shutoff valves shall be located on both sides of a Highway Structure footing.

J. *Brackets/Bolt Material:* For painted steel structures, all brackets and bolt material in contact with the structure shall be hot-dipped galvanized. For weathering steel (ASTM A588, A709, etc…), all brackets and bolt material shall also meet an applicable ASTM weathering steel designation.

K. *Connection Type:* All attachments shall be bolted. Bolt holes are normally drilled 1.5 mm (1/16) of an inch larger than the bolt diameter.

L. *Welding:* Welding to steel components is not permitted.

2. Bridges

The following standards are specific to Bridges and in addition to the General Standards listed above.

A. General

(1) *First Girder/Beam:* All Facilities attached to a Bridge shall not be located outside the first girder or beam.

(2) *Precast & Truss Bridges:* Attachments that are not incorporated in the original Bridge design will not be permitted on either precast concrete Bridges or on the main truss members of a truss Bridge.

(3) *Vertical Clearances:* Vertical clearances for any Highway or Railroad overpasses or for Bridges over navigable waters shall not be reduced.

(4) *Conduits in New Bridges:* When a request is made during the design phase of a proposed Bridge, the Department may allow Conduits to be incorporated into the construction of the Bridge. The Utility will be responsible for the additional costs relating to such accommodation.

B. Connection Requirements

(1) *Flanges/Webs:* Drilled holes in the web area, which are located at least 150 mm (6 inches) from the flanges, are permitted. Attachments to the flanges are not permitted.

(2) *Diaphragms:* For any attachments located between two steel beams, replacement of the diaphragms with Utility support brackets may be permitted, provided the replacement is equal in strength to the original.

(3) *Holes through Abutments:* Any holes through concrete abutments shall be core drilled and sealed with a waterproof seal, such as a link seal, to prevent water leakage.

(4) *Approach Slabs:* Cutting through concrete approach slabs may be permitted providing the slab is repaired to achieve the same strength as the original design.

(5) *Electric Supply Lines /Communication Lines:* Buried cable shall be carried to a manhole located beyond the backwall and/or approach slabs of the Bridge. Carrier and Casing pipe should be suitably insulated from Electric Supply Line attachments.

(6) *Clearances:*

(a) A minimum offset of 300 mm (12") from any point on the main carrying members (flanges & webs) and substructure units (foundations) to the edge of the outer face of the pipe or insulation is required. Additional clearance may be required for smaller beams or utilities over 300 mm (12 inches) to ensure adequate access for future maintenance.

(b) Brackets shall be located a minimum of 150 mm (6") above the bottom flange of the steel beams to allow sufficient clearance for rolled staging.

(c) A minimum 600 mm (2') clearance is required on at least one side of any Utility attachment located between beams to allow access for maintenance.

(d) Any attachments to concrete members (such as abutments, piers, and concrete slab superstructures) require a minimum 300 mm (12") clearance.

3. **Buried Highway Structures**

1. *Clearance:* For buried Highway Structures, the preferred location for any Facilities is at the edge of the right of way or at least 4.5 m (15 feet) upstream or downstream from the end of the structure. If it is not possible to be located in this manner and the Facility must be buried in the roadway, a 300 mm (12 inch) vertical clearance from the structure to the Facility is required.

2. *Additional Design Requirements:* All Facilities must be located and designed to allow reasonable replacement of Highway Structures. In most cases, excavation slopes will be at least 1.5:1. For example: a 3 m (10 foot) pipe with 1 m (3 feet) of fill will necessitate an excavation width at the roadway surface of at least 15 m (50 feet) in length. Facilities installed within such areas shall be designed and constructed with due consideration given toward providing temporary support of the Facility during replacement or repair of the Highway Structure.

13. EXCEPTIONS & APPEALS

1. Exceptions

The Department may authorize an exception to any provision of this manual whenever it determines that an exception will best serve the purpose of Highway corridor or that compliance with the requirement would be unduly burdensome and granting the exception would not undermine the purpose of this rule. Some considerations that may contribute to such a decision include:

A. Application of the standards presents an exceptional hardship or unreasonable cost under the circumstances;

B. A unique situation exists which could not have been anticipated or considered in the development of this policy;

C. All affected parties, as determined by the Department, jointly agree to a lesser requirement that is supported by applicable National Standards; or

D. The requirements stated herein exceed the limits of the available Highway corridor.

In instances where a Utility initiates a request for an exception, the Department may require supporting documentation that any other location is extremely difficult and unreasonably costly to the consumer, and that the installation will not adversely affect the design, construction, stability, traffic safety or operation of the highway.

2. Appeals

The Utility has the right to appeal a negative finding for an exception. All appeals shall be submitted in writing to the Utility Engineer, detailing the reason for the exception and specifically requesting an appeal to the previous finding. The Department will review the request and a final decision will be issued in writing.

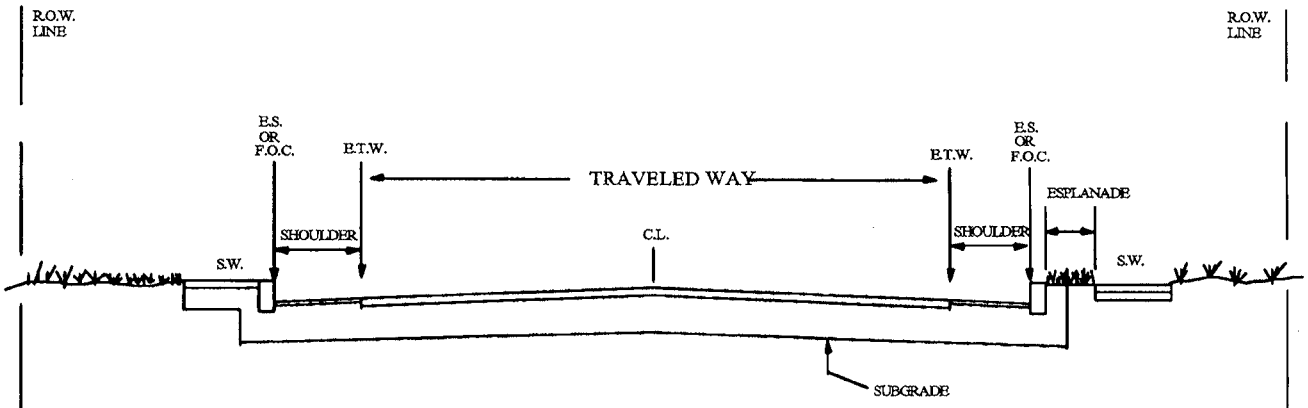
3. FHWA Approval

Requests for exceptions on Scenic Byways, the NHS, or other areas involving federal aid may be subject to FHWA approval

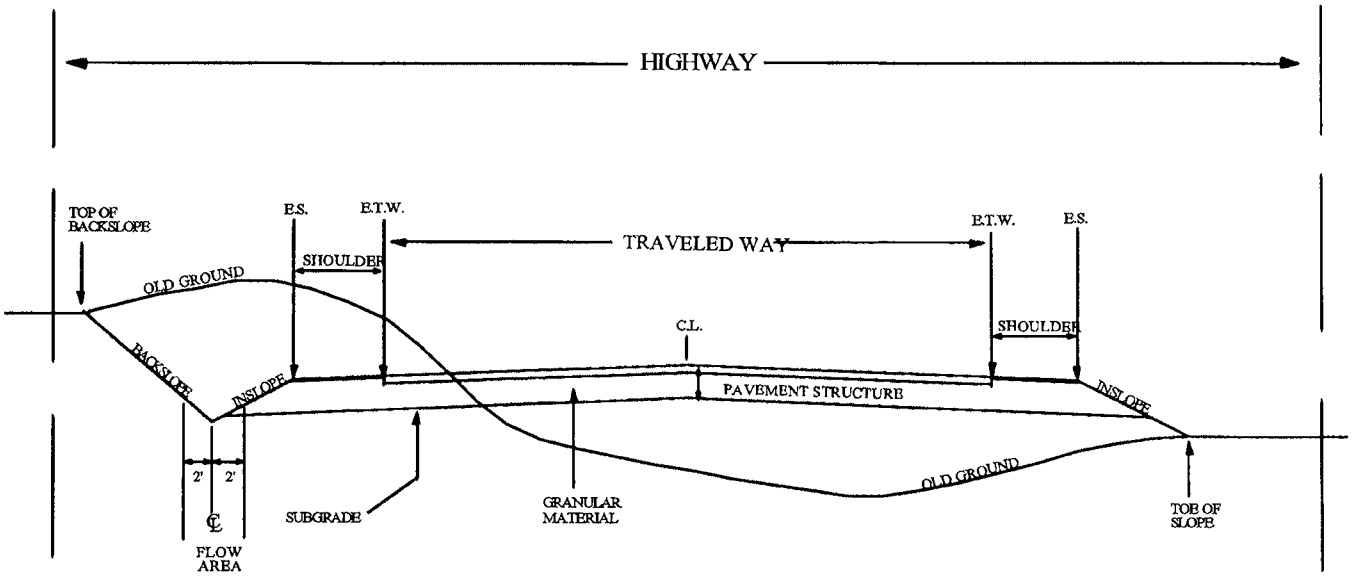
APPENDIX

Typical Cross Section Elements

TYPICAL CROSS SECTION ELEMENTS



URBAN



RURAL

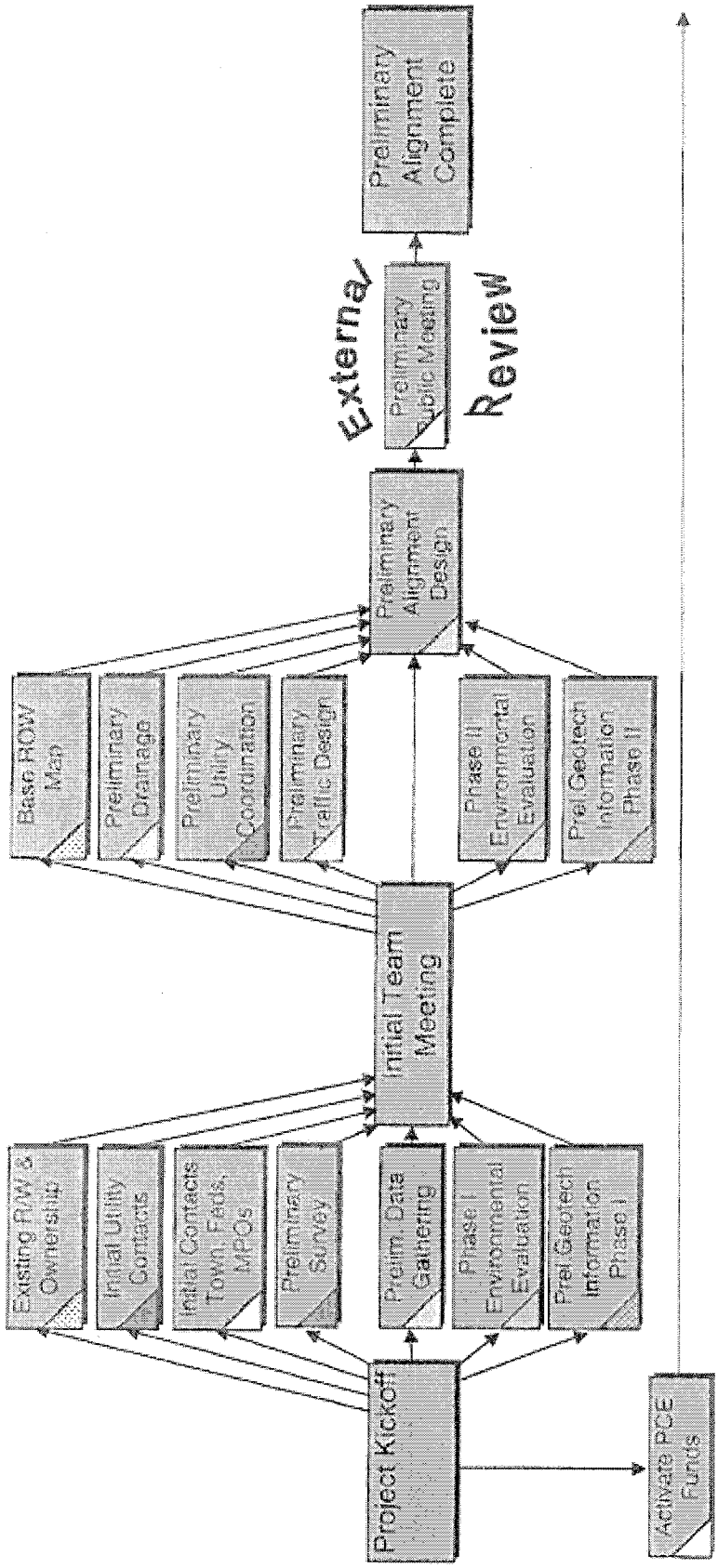
Local Project Administration

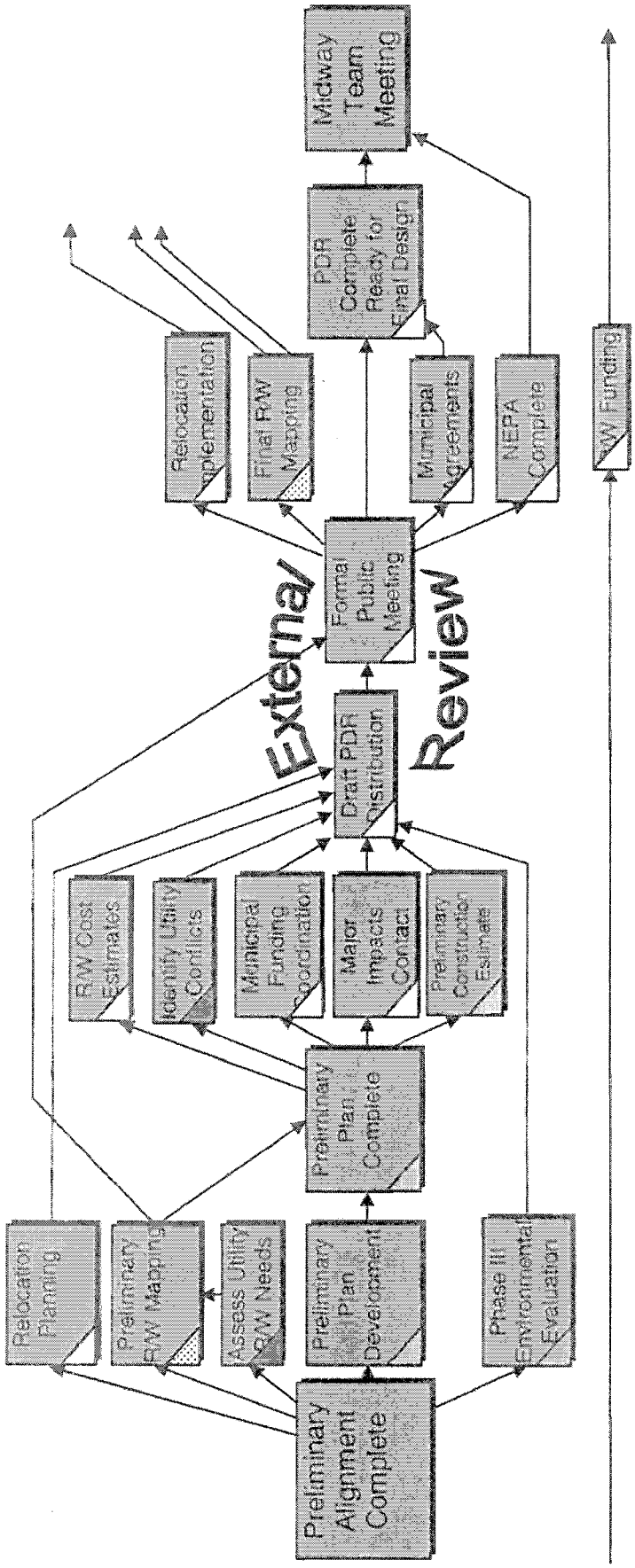
Certification Course Manual
&
Reference Guide

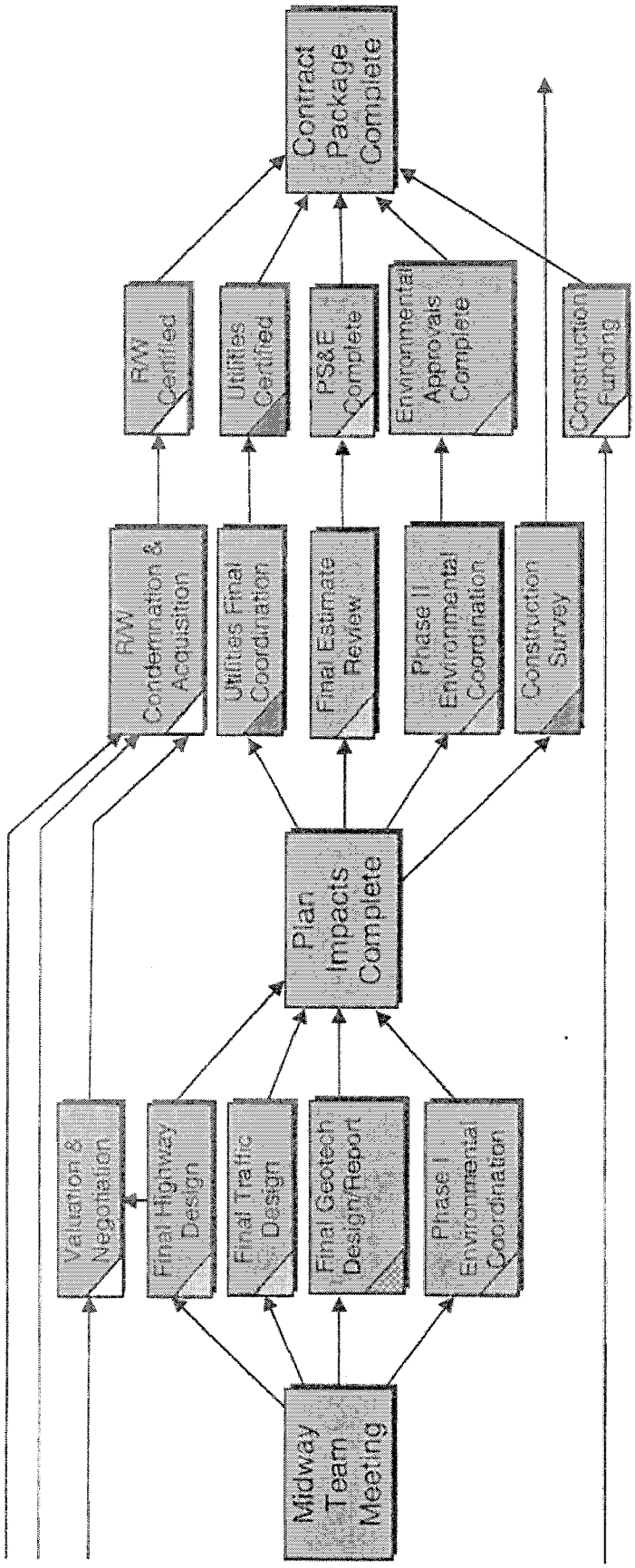
February 2005

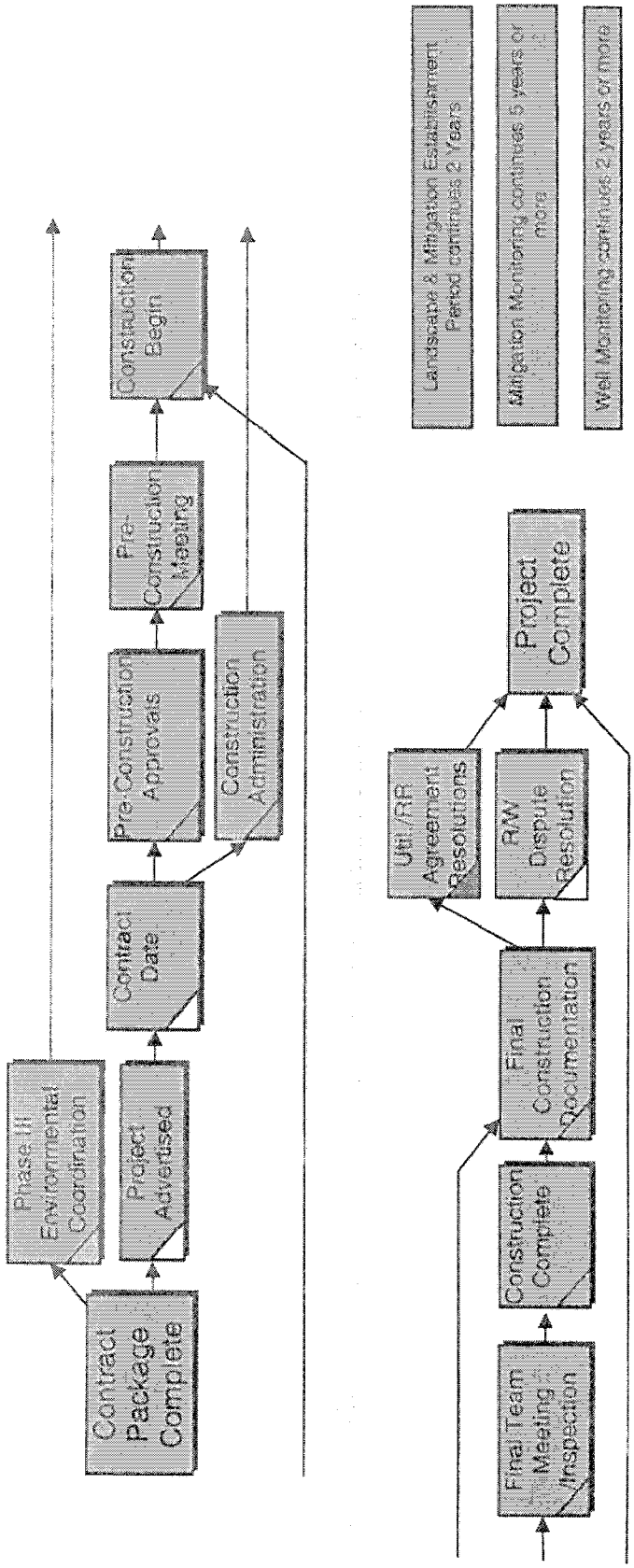
Plan Development

The following four pages have the Project Development Process Chart.




Preliminary Alignment Complete
Relocation Planning
Preliminary R/W Mapping
Assess Utility R/W Needs
Preliminary Plan Development
Phase III Environmental Evaluation
Preliminary Plan Complete
R/W Cost Estimates
Identify Utility Conflicts
Municipal Funding Coordination
Major Impacts Contact
Preliminary Construction Estimate
Draft PDR Distribution
External Review
Formal Public Meeting
Relocation Implementation
Final R/W Mapping
Municipal Agreements
NEPA Complete
PDR Complete Ready for Final Design
Midway Team Meeting
R/W Funding


Midway Team Meeting
Valuation & Negotiation
Final Highway Design
Final Traffic Design
Final Geotech Design/Report
Phase I Environmental Coordination
Plan Impacts Complete
R/W Condemnation & Acquisition
Utilities Final Coordination
Final Estimate Review
Phase II Environmental Coordination
Construction Survey
R/W Certified
Utilities Certified
PS&E Complete
Environmental Approvals Complete
Construction Funding
Contract Package Complete


Contract Package Complete
Phase III Environmental Coordination
Project Advertised
Contract Date
Pre-Construction Approvals
Pre-Construction Meeting
Construction Begin
Construction Administration
Final Team Meeting / Inspection
Construction Complete
Final Construction Documentation
Util./RR Agreement Resolutions
R/W Dispute Resolution
Project Complete
Landscape & Mitigation Establishment Period continues 2 Years
Mitigation Monitoring continues 5 years or more
Well Monitoring continues 2 years or more

Preliminary Design Report (PDR)
for Locally developed projects

The purpose of the PDR is to summarize and document a project's history and objectives. The PDR is submitted to the MDOT Contract Administrator along with the preliminary plans. The following information is provided to clarify each of the entries required for the PDR format.

City/Town	The municipalities that the project is within
Route	The route(s) or street name(s) that the project is on.
PIN	Any Project Identification Numbers associated with the project (ex. 001234.00)
Town Contact	The name of the primary contact from the municipality
Contract Admin.	The name of the MDOT Contract Administrator
Project Number	Any federal project numbers associated with the project (ex. STP-1234(00)x)
Length	The total mileage of the project as measured along the centerline.
Purpose & Need	The reason we are undertaking improvements
Termini	The beginning and ending locations. This entry may come directly from the TIP unless modifications have been made in the project.
Traffic Data	If these values are not available to you, fill in the route number and posted speed limit for each section of the project. The Contract Administrator should be able to assist with the remaining entries.
Highway System	Enter either NHS-Interstate, NHS or Non-NHS
FHWA Oversight	Identify whether or not FHWA has direct oversight over the project with a "yes" or "no". Note: All NHS projects currently have FHWA oversight.
Applicable Stds	Identify what standards will be used of the choices of AASHTO, state standards and 3R.
Design Life	The estimated life of the improvement before additional work should be required.

Scope of Work	Describe the type of work to be undertaken in a brief manner. Example: Widen, rebase and pave existing shoulders.
Travelway Width	The width of both travel lanes.
Pavement Depth	The proposed depth of pavement.
Shoulder Width	The width of one shoulder in a normal section w/o guardrail.
Shoulder Surface	The surface (gravel or paved) on a normal section w/o guardrail.
Design Speed	The speed the project has been designed to accommodate or existing.
Subbase Depth	The depth of gravel.
Inslope	The slope of the inslope between the shoulder berm and ditch. Does not apply if curbed project.
Backslope	The slope from the ditch to match in to existing ground.
Sidewalk Width	The clear width provided.
Pedestrian & Bike Accommodations	How does the project benefit pedestrians and bicyclists?
Maint. of Traffic	Identify the proposed measures such as alternating 1 way, 2 way traffic, close the road, etc.
Exceptions	Identify any exceptions to the applicable controlling standards.
Const. Schedule	The estimated duration of the project and time of year. Examples: 1 construction season; spring and fall to avoid summer tourist traffic.
Public Process	Describe how the public has been or will be involved in this project.
Cost Estimate	A comparison of the latest estimated cost to the original estimate. This may be updated at future times if the scope is modified.
Permits	A listing of the required permits. The "total project area to be disturbed" entry requires a summation of all areas where earthmoving (including pavement removal) or clearing will occur.
Approval	Action taken by the Department when the PDR has been reviewed and accepted. Signature clears the way for the public meeting.

Summary of Engineering

A concise narrative of elements that shaped the project, major decisions that were made, a description of the proposed project and a review of the alternatives that were considered and discarded with estimates of costs and reasons for not using. Back-up information should be maintained in the project file and not included in this report. In short, Why is the proposed project scope the most preferable?

Avoidance & Minimization

A concise summary of steps that were taken to avoid impacts on environmentally sensitive areas, historical areas, utilities, private property, etc. Identify the approximate square footage of those areas that are impacted

In addition to the completed PDR forms, please provide the following attachments:

1. **Location map** - a map that highlights the limits of the project.

2. **Latest itemized cost breakdown** - Attach the most current project cost estimate. If this estimate differs from the last estimate submitted to the Department, describe how the difference will be covered

3. **Latest project schedule** - Attach the most current project schedule. If this schedule differs from the last schedule submitted to the Department, please state the reason(s).

4. **List of Utilities** - Provide a separate sheet that includes a list of the utilities on the project, identifies which utilities will be impacted by the project, and describes the extent of impacts.

5. **Statement of Right-of-way** - Provide a separate sheet stating that either all work resulting from this project will be within the existing right-of-way or describe the right of way activities that will be necessary as a result of the project.

6. **Any photographs or supporting information** that may help further clarify any statements made on the PDR forms.

Preliminary Design Report Form

for Locally Developed Projects

Date: _____

City/Town: Route: PIN:

Town Contact Contract Admin.:

Project No.: Length: Date:

Purpose & Need:

Termini:

Traffic Data

	Sect. 1	Sect. 2	Sect. 3	Sect. 4
Route				
Functional Classification				
19 AADT				
20 AADT				
DHV				
Posted Speed				
Accident CRF .				

Highway System: FHWA Oversight?:

Applicable Standards: Design Life (years):

Proposed Scope of Work:

Proposed Cross Section

Travelway Width:	Pavement Depth:
Shoulder Width:	Shoulder Surface Type:
Design Speed:	Subbase Depth:
Inslope:	Backslope:

Pedestrian & Bicycle Accommodations:

Exceptions to Controlling Standards:

Construction Schedule:

Maintenance of Traffic:

Public Process:

Estimate of Cost:

	Programmed	Proposed Date:	Proposed Date:	Proposed Date:
PE				
ROW				
CONSTR.				
CE				
TOTAL				

Notes:

Anticipated Permit Level

DEP: *DPBR DGP DIP none*

ACOE: *ANW SPGP AIP none*

NPDES?: *yes no*

Anticipated NEPA Requirement: CE EA EIS

Total project area to be disturbed: acres

	Date	Approved By
Approved for Preliminary Plan	_____	_____
Public Participation Complete	_____	_____
Approved for Final Design	_____	_____

SUMMARY OF ENGINEERING

AVOIDANCE & MINIMIZATION

Local Project Administration

Certification Course Manual
&
Reference Guide

February 2005

Plans, Specifications and Estimates

PROJECT PS&E INFORMATION

TO BE SUBMITTED TO THE CONTRACTS SECTION WITH THE PLANS, SPECIFICATIONS, AND ESTIMATE
AT LEAST ONE WEEK PRIOR TO THE SCHEDULED ADVERTISING DATE

TOWN - _____ PROJECT NO. - _____ PIN NO. _____

COUNTY - _____ PROJECT MANAGER - _____
DESCRIPTION - _____

ESTIMATED CONSTRUCTION COST - _____ DATE - _____
(One copy of the Engineer's Estimate is Attached)

ACTIVITY	REQUIRED	DATE COMPLETED		ACTIVITY	REQUIRED	DATE COMPLETED
Right of Way				**Design**		
Reserved Areas				Municipal Agreement		
Demolition				Exceptions to Standards		
Building Availability				Title Sheet - Signed		
Relocation				Special Provision Specs.		
Certificate				Traffic Control Plan		
				Pavement Specifications		
Utilities						
Specifications				**Permits**		
Utility Agreement				Environmental Package		
R.R. PRTS				NEPA (CE, EA, EIS)		
R.R. Agreement				FAA		
Pole List				Coast Guard		
Certificate						
				Obligation of Funds		

NON-PARTICIPATING FUNDING

Item	Description	Source	% of Total Item Cost	Amount

	PE	ROW	CE	CONSTRUCT	TOTAL
TOTAL PROGRAMMED					
CURRENT COST ESTIMATE					
Difference + -					

	$/Mile (KM)	% Pavement Items
Estimate data		

Changes to Original Scope

_____

_____

_____

THIS PROJECT MEETS: ☐ AASHTO ☐ STATE ☐ 3R ☐ MUTCD STANDARDS

Exception to Standards as Approved by the Program Manager - _____

_____

Description of commitments made to the public, municipalities, environmental organizations or others that will affect the construction progress or schedule - _____

Synopsis of transfer of funds from other PIN's / Comments: _____

_____

_____

_____

_____

_____

_____

PROJECT PS&E INFORMATION

TO BE SUBMITTED TO THE CONTRACTS SECTION WITH THE PLANS, SPECIFICATIONS, AND ESTIMATE
AT LEAST ONE WEEK PRIOR TO THE SCHEDULED ADVERTISING DATE

There is hereby incorporated by reference, as a condition of approval of this project by the FHWA for Federal aid participation, the language specified by Executive Orders 11246 and 11375, and such specified language will be set forth in full in the project agreement. The project has been found **(to be/not to be)** suitable for supporting a training program as outlined in 23CFR 230.11.

Public interest in the protection or improvement of recreational and historical resources and the preservation or protection of fish and wildlife has been fully considered and these interests have been given ample opportunity to review the planning for the proposed construction. No objections have been received from those agencies responsible for this review.

The Maine Department of Transportation hereby certifies, in response to the requirements of Section 128 of Title 23, that it has considered the social, economic and environmental (SEE) effects of this project and its consistency with the planning goals and objectives of the local community.

Authorization is requested to advertise this project on _____ (date)

Authorize to Advertise

Approved By _____

NAME, Program Manager, Project Development

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 building something in the town/city of **NAME**" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on ___date___ , and at that time and place publicly opened and read. Bids will be accepted from contractors prequalified by the Department of Transportation for _____ projects. All other Bids may be rejected. **MDOT provides the option of electronic bidding. 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. During this transition, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.**

Description: Maine Federal Aid Project No. , PIN

Location: In County, project is located
Outline of Work: and other incidental work.

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

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Division Office in _____. 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 $00 ($00 by mail). Half size plans $00 ($00 by mail), Bid Book $10 ($13 by mail), Single Sheets $2, payment in advance, all non-refundable.

Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of $00000 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

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

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

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

Augusta, Maine
date

JOHN E. DORITY
CHIEF ENGINEER

February 7, 1996
Supersedes
May 8, 1995

SPECIAL PROVISION
CONSTRUCTION AREA

Title 29A, M.R.S.A., Subsection 2383. Overlimit movement permits

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

2. Permit Fee. The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for these permits, at not less than $3, nor more than $15, based on weight, height, length and width.

3. County and municipal permits. A permit may be granted, for a reasonable fee, by county commissioners or municipal officers for travel over a way or bridge maintained by that county or municipality.

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

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

6. Scope of permit. A permit is limited to the particular vehicle or object to be moved and particular ways and bridges.

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

   A. Must be procured from the municipal officers for a construction area within that municipality;
   B. May require the Contractor to be responsible for damage to ways used in the construction areas and ma provide for:
      (1) Withholding by the agency contraction the work of final payment under contract; or
      (2) The furnishing of a bond by the Contractor to guarantee suitable repair or payment damages.
   C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and
   D. For construction areas, carries no fee and does not come within the scope of this section.

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

A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;
B. Municipal officers, for all other ways and bridges within that city and compact village limits; and
C. The county commissioners, for county roads and bridges located in unorganized territory.

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

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

The Secretary of State shall require a State Police escort for a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width. The Secretary of State, with the advice of the Commissioner of Transportation, may require vehicles of lesser dimensions to be escorted by the State Police.

The Bureau of State Police shall establish a fee for State Police escorts.

All fees collected must be used to defray the cost of services provided.

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

10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes.

1993, c. 683, § S-2, eff. January 1, 1995.

Historical and Statutory Notes

Derivation:

R.S. 1954, c. 22 § 98
Laws 1955, c. 389
Laws 1967, c. 3.
Laws 1971, c. 593, § 22.
Laws 1973, c. 213.
Laws 1975, c. 130, §
Laws 1975, c. 319, § 2
Laws 1977, c. 73, § 5.
Laws 1981, c. 413.
Laws 1985, c. 225, § 1
Laws 1987. c. 52.
Laws 1987, 781, § 3.
Laws 1989, c. 866, § B-13.
Laws 1991, c. 388, § 8.
Laws 1993, c. 683, § A-1.
Former 29 M.R.S.A. § 2382.

Cross Reference

Collection by Secretary of State, See 29-A M.R.S.A. § 154.

Return this AGREEMENT, when completed, to:

Maine Department of Transportation
ATTN.: Mr. Scott Bickford, Contracts & Specifications Engineer
#16 State House Station, Child Street
Augusta, Maine 04333-0016

Project No.
Location:

Pursuant to 29-A MRSA § 2382, the undersigned municipal officers of the **Town/City of** _____ agree that a construction overlimit permit will be issued to the Contractor for the above-referenced project allowing the contractor to use overweight equipment and loads on municipal ways.

The municipality may require the contractor to obtain a satisfactory bond pursuant to 29-A MRSA § 2388 to cover the cost of any damage that might occur as a result of the overweight loads. If a bond is required, the exact amount of said bond should be determined prior to the use of any municipal way. The Maine DOT will assist in determining the amount of the bond if requested. A suggested format for a general construction overlimit bond is attached. A suggested format for a construction overlimit permit is also attached. This construction overlimit permit does not supersede rules that restrict the use of public ways, such as posting of public ways, pursuant to 29-A MRSA § 2395.

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

TOWN/CITY OF
By the Municipal Officials

_____

_____

_____

_____

_____

_____

Project No.

SPECIAL PROVISION 105
CONSTRUCTION AREA

A Construction Area located in the **Town/City of** _____ 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 beginning.....

(b)

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/City of** _____ 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.

MAINE DEPARTMENT OF TRANSPORTATION

BID

DATE OF OPENING :

CALL ORDER :

CONTRACT ID : 008988.56

PROJECTS

BR-8988(56)X

COUNTY : OXFORD

CONTRACT ID: 008988.56 PROJECT(S): BR-8988(56)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
	SECTION 0001 BRIDGE ITEMS					
0010	202.19 REMOVING EXISTING BRIDGE	LUMP	LUMP			
0020	203.20 COMMON EXCAVATION	1700.000 M3				
0030	203.24 COMMON BORROW	10.000 M3				
0040	203.25 GRANULAR BORROW	330.000 M3				
0050	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	300.000 M3				
0060	206.10 STRUCTURAL EARTH EXCAVATION - PIERS	230.000 M3				
0070	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	1420.000 M3				
0080	403.207 HOT MIX ASPHALT 19.0 MM NOMINAL MAX SIZE	260.000 MG				
0090	403.208 HOT MIX ASPHALT 12.5 MM, SURFACE	210.000 MG				
0100	403.210 HOT MIX ASPHALT 9.5 MM NOMINAL MAX SIZE	170.000 MG				

CONTRACT ID: 008988.56 PROJECT(S): BR-8988(56)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0110	409.15 BITUMINOUS TACK COAT APPLIED	260.000 L				
0120	501.231 DYNAMIC LOADING TEST	3.000 EA				
0130	501.50 STEEL H-BEAM PILES 132 KG/M, DELIVERED	150.000 M				
0140	501.501 STEEL H-BEAM PILES 132 KG/M, IN PLACE	150.000 M				
0150	501.54 STEEL H-BEAM PILES 174 KG/M, DELIVERED	180.000 M				
0160	501.541 STEEL H-BEAM PILES 174 KG/M, IN PLACE	180.000 M				
0170	501.90 PILE TIPS	22.000 EA				
0180	501.91 PILE SPLICES	5.000 EA				
0190	501.92 PILE DRIVING EQUIPMENT MOBILIZATION	LUMP	LUMP			
0200	502.219 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	LUMP	LUMP			
0210	502.239 STRUCTURAL CONCRETE PIERS	LUMP	LUMP			

CONTRACT ID: 008988.56 PROJECT(S): BR-8988(56)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0220	502.249 STRUCTURAL CONCRETE PIERS (PLACED UNDER WATER)	LUMP	LUMP			
0230	502.26 STRUCTURAL CONCRETE ROADWAY AND SIDEWALK SLABS ON STEEL BRIDGES	LUMP	LUMP			
0240	502.31 STRUCTURAL CONCRETE APPROACH SLABS	LUMP	LUMP			
0250	502.49 STRUCTURAL CONCRETE CURBS AND SIDEWALKS	LUMP	LUMP			
0260	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	17000.000 KG				
0270	503.13 REINFORCING STEEL, PLACING	17000.000 KG				
0280	503.17 MECHANICAL WELDED SPLICE	121.000 EA				
0290	504.71 STRUCTURAL STEEL ERECTION	LUMP	LUMP			
0300	505.08 SHEAR CONNECTORS	LUMP	LUMP			
0310	507.0811 STEEL BRIDGE RAILING, 2 BAR	LUMP	LUMP			
0320	508.14 HIGH PERFORMANCE WATERPROOFING MEMBRANE	LUMP	LUMP			

CONTRACT ID: 008988.56 PROJECT(S): BR-8988(56)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0330	510.10 SPECIAL DETOUR_____(M) ROADWAY WIDTH VEHICULAR & PEDESTRIAN TRAFFIC NOT SEPARATED	LUMP	LUMP			
0340	511.07 COFFERDAM: Existing Pier 1	LUMP	LUMP			
0350	511.07 COFFERDAM: Existing Pier 2	LUMP	LUMP			
0360	511.07 COFFERDAM: New Pier	LUMP	LUMP			
0370	514.06 CURING BOX FOR CONCRETE CYLINDERS	1.000 EA				
0380	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP	LUMP			
0390	523.52 BEARING INSTALLATION	5.000 EA				
0400	523.5401 LAMINATED ELASTOMERIC BEARINGS, FIXED	5.000 EA				
0410	526.301 TEMPORARY CONCRETE BARRIER TYPE I	LUMP	LUMP			
0420	526.34 PERMANENT CONCRETE TRANSITION BARRIER	4.000 EA				

SCHEDULE OF ITEMS

CONTRACT ID: 008988.56 PROJECT(S): BR-8988(56)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS		UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0430	606.15 GUARDRAIL TYPE 3A - SINGLE RAIL	120.000	M				
0440	606.1721 BRIDGE TRANSITION - TYPE 1	4.000	EA				
0450	606.20 GUARDRAIL TYPE 3A - OVER 4.5 M RADIUS	8.000	M				
0460	606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	2.000	EA				
0470	606.35 GUARDRAIL DELINEATOR POST	9.000	EA				
0480	606.79 GUARDRAIL 350 FLARED TERMINAL	4.000	EA				
0490	607.131 STEEL PIPE POST	39.000	EA				
0500	610.08 PLAIN RIPRAP	450.000	M3				
0510	613.319 EROSION CONTROL BLANKET	50.000	M2				
0520	615.0701 LOAM - PLAN QUANTITY	75.000	M3				
0530	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY	14.000	UN				

CONTRACT ID: 008988.56 PROJECT(S): BR-8988(56)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0540	619.1201 MULCH - PLAN QUANTITY	14.000 UN				
0550	619.1401 EROSION CONTROL MIX	140.000 M3				
0560	627.711 WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE (PLAN QUANTITY)	810.000 M				
0570	629.05 HAND LABOR, STRAIGHT TIME	40.000 HR				
0580	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	20.000 HR				
0590	631.15 ROLLER, EARTH AND BASE COURSE (INCLUDING OPERATOR)	10.000 HR				
0600	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	10.000 HR				
0610	635.14 PREFABRICATED CONCRETE MODULAR GRAVITY WALL	40.000 M2				
0620	639.18 FIELD OFFICE TYPE A	1.000 EA				
0630	652.31 TYPE I BARRICADE	3.000 EA				
0640	652.312 TYPE III BARRICADE	3.000 EA				

CONTRACT ID: 008988.56 PROJECT(S): BR-8988(56)X

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0650	652.33 DRUM	10.000 EA				
0660	652.34 CONE	20.000 EA				
0670	652.35 CONSTRUCTION SIGNS	50.000 M2				
0680	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP	LUMP			
0690	652.38 FLAGGER	40.000 HR				
0700	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0710	659.101 MOBILIZATION	LUMP	LUMP			
0720	660.21 ON-THE-JOB TRAINING (BID)	1000.000 HR				
	SECTION 0001 TOTAL					
	TOTAL BID					

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. _____ _____, for the _____ in the town/city of _____, County of _____, 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 **_____, 2005.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

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

_____

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

D. Contract.

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

E. Certifications.

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.

2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.

3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

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

_____,

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

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

As Offeror also agrees:

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

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

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

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

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

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

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

CONTRACTOR

_____	_____
Date	(Signature of Legally Authorized Representative of the Contractor)
_____	_____
Witness	(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	By: David A. Cole, Commissioner
_____	
Witness	

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

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

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

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

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

WITNESSES:	SIGNATURES:
	CONTRACTOR:
Signature.....	.....
Print Name Legibly	Print Name Legibly .....
	SURETY:
Signature	.....
Print Name Legibly	Print Name Legibly .....
SURETY ADDRESS:	NAME OF LOCAL AGENCY:
.....	ADDRESS .....
.....	.....
.....	.....
TELEPHONE.....	.....

SAMPLE

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

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

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

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

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

WITNESS:	SIGNATURES:
	CONTRACTOR:
Signature.....	.....
Print Name Legibly	Print Name Legibly .....
	SURETY:
Signature.....	.....
Print Name Legibly	Print Name Legibly .....
SURETY ADDRESS:	NAME OF LOCAL AGENCY:
.....	ADDRESS .....
.....	.....
TELEPHONE	.....

SAMPLE

FEDERAL PROJECT

August 4, 2004
Supersedes January 30, 2004

BEFORE SUBMITTING YOUR BID

1. **Use pen and ink to complete the Bid.**

2. **Have you signed and completed the Contract Agreement, Offer & Award Forms?**

3. **As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.**

4. **Have you included prices for all Bid Items? ("Zero is not considered a bid price.")**

5. **Have you included a bid guarantee? Acceptable forms are:**

   A. **Bid Bond on the Department's prescribed form for 5% of the Bid Amount. (Or forms that do not contain any significant variations from the Department's forms as solely determined by the Department.)**

   B. **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.**

6. **If the written Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta. Other means, such as U.S. Postal Services' Express Mail has proven not to be reliable.**

AND FOR FEDERAL AID PROJECTS

7. **Have you included your DBE Proposed Utilization Form in the proper amounts, and furnished the completed form to the Contracts section by 4:30pm on bid opening day?**

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

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

January 30, 2004
Supercedes February 11, 2003

NOTICE

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

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

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

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via **http://www.BIDX.com**. For information on electronic bidding contract Rebecca Pooler at **rebecca.pooler@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 infrormation:

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, executers, 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.

SAMPLE

Signed and sealed this_____day of _____20_____

WITNESS:

_____

_____

_____

WITNESS

_____

_____

_____

PRINCIPAL:

By_____

By:_____

By:_____

SURETY:

By_____

By:_____

Name of Local Agency: _____

NOTICE

Bidders:

Please use the attached "Request for Information" form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required.

State of Maine
Department of Transportation

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested: **PIN:** _____ **Town(s):** _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Request by: _____ **Phone:** (_____)_____

Bid Date: _____ **Fax:** (____)_____

Complete top portion of form and transmit to the number listed in the Notice to Contractors

RFI No: _____ **RFI received:** _____

Response: _____

_____

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_____

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_____

_____

_____

Response By:_____ Date: _____

NOTICE

Disadvantaged Business Enterprise Proposed Utilization

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

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

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

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

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

MDOTs DBE Directory of Certified firms can also be obtained at http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

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

The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. on the Bid day.

2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

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

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

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

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

NOTICE

Maine Department of Transportation
Disadvantaged Business Enterprise Program

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

For FFY 2005 (October 1, 2004 through September 30, 2005), MaineDOT has established a DBE participation goal of 10.73% to be achieved through race/gender neutral means.

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

Comments on the goal will be accepted for 45 days from the date of this notice. Written comments should be addressed to Christy Cross, Equal Employment Opportunity Coordinator, Maine Department of Transportation, Office of Human Resources, 16 State House Station, Augusta, Maine 04333-0016 or by e-mail at: christy.cross@maine.gov .

____ Original Submission

Page ___ of ___

____ Revision # _____

MaineDOT CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION FORM

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

Contractor: _____ **Telephone:** _____

Prepared by: _____ **Fax:** _____

BID PRICE: $_____ **BID DATE:** _____/_____/_____

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

TOTAL DBE_____ **% PARTICIPATION FORTHIS PROJECT**

WBE•	DBE•	Firm Name	Unit/Item Cost	Unit #	Description of Work & Item Number	Actual $ Value
					Total ›	

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

Equal Opportunity Use:

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

____ Accepted ____ Rejected _____

cc: ☐ Contracts ☐ Other _____

- **WBEs are non-minority women owned firms certified by MaineDOT**
- **DBEs are male and minority owned firms certified by MaineDOT**

For a complete list of certified firms go to http://www.maine.gov/mdot

Rev. 11/03

Office of Human Resources

Equal Opportunity

MAINE DEPARTMENT OF TRANSPORTATION

Certified Disadvantaged and Women Business Enterprise

DBE DIRECTORY - MINORITY OWNED

WBE DIRECTORY - WOMEN OWNED

WEBSITE FOR DIRECTORY CAN BE FOUND AT:
http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

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

State of Maine

VENDOR FORM

For New Vendors & for Updates on Current Vendors

Special Instructions:

PLEASE PRINT CLEARLY

Return this form to:

*** = MUST BE COMPLETED TO PROCESS**

ONLY ONE NAME/VENDOR PER FORM

New Vendor	Address Change	Multi Address	Name Change	Contact Update	ID # Change

Social Security Number*
Individual or Sole Proprietor

S

Business name in "DBA" field below.

OR

Please fill in ONE.

Federal Taxpayer ID Number*
Corporation

E

Business name in "Name" field below.

This form will affect all transactions with ALL state agencies.

NEW:*		**OLD:**	
Remit to Address:	Individual or Business Name.	Old number:	
Name*		Name	
DBA or C/O		DBA or C/O	
Address*		Address	
Tel #*		Tel #	

Is this the same name on your Social Security card?

If not, have you told Social Security about your name change?

Acct #

Provider #

Signature*

Contact Name

Print Name or Title

Accounts Receivable Contact Name

Date* (within 3 months)

Phone # if Different or for Contact Info

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

Dealer:		Manufacturer:		Factory Rep:	
Jobber:		Retailer:		Commodity:	
Individual:		Partnership:		Incorporated:	
Minority:		Small Business:		In-State:	

Information on State Agency Submitting Vendor Form

State Agency* & SHS #

Contact Person Name & Title*

Telephone #*

Send to: Maine Department of Transportation/ Contracts 16 SHS, Augusta, ME 04333-0014 Attn: Pat Brown

May-04

INSTRUCTIONS FOR COMPLETING VENDOR FORM

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

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

Accounts Receivable Contact Name	Contact person at business for accounts receivables.
Phone #	Phone for Act Rec Contact
Vendor Indicators	Indicate all that apply for the vendor, as needed
Agency In	For Agency personnel submitting the form. Contact info incase of questions.

STATE PROJECT

August 4, 2004
Supersedes January 30, 2004

BEFORE SUBMITTING YOUR BID

1. **Use pen and ink to complete the Bid.**

2. **Have you signed and completed the Contract Agreement, Offer & Award Forms?**

3. **As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.**

4. **Have you included prices for all Bid Items? ("Zero is not considered a bid price.")**

5. **Have you included a bid guarantee? Acceptable forms are:**

   A. **Bid Bond on the Department's prescribed form for 5% of the Bid Amount. (Or forms that do not contain any significant variations from the Department's forms as solely determined by the Department.)**

   B. **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.**

6. **If the written Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta. Other means, such as U.S. Postal Services' Express Mail has proven not to be reliable.**

AND FOR FEDERAL AID PROJECTS

7. **Have you included your DBE Proposed Utilization Form in the proper amounts, and furnished the completed form to the Contracts section by 4:30pm on bid opening day?**

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

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

January 30, 2004
Supercedes February 11, 2003

NOTICE

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

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

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

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via **http://www.BIDX.com**. For information on electronic bidding contract Rebecca Pooler at **rebecca.pooler@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 infrormation:

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, executers, 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: _____

SAMPLE

NOTICE

Bidders:

Please use the attached "Request for Information" form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required.

State of Maine
Department of Transportation

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested: **PIN:** _____ **Town(s):** _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Request by: _____ **Phone:** (_____)_____

Bid Date: _____ **Fax:** (____)_____

Complete top portion of form and transmit to the number listed in the Notice to Contractors

RFI No: _____ **RFI received:** _____

Response: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Response By: _____ Date: _____

State of Maine

VENDOR FORM

For New Vendors & for Updates on Current Vendors

Special Instructions:

PLEASE PRINT CLEARLY

Return this form to:

*** = MUST BE COMPLETED TO PROCESS**

ONLY ONE NAME/VENDOR PER FORM

New Vendor	Address Change	Multi Address	Name Change	Contact Update	ID # Change

Social Security Number*
Individual or Sole Proprietor

S

Business name in "DBA" field below.

OR

Please fill in ONE.

Federal Taxpayer ID Number*
Corporation

E

Business name in "Name" field below.

This form will affect all transactions with ALL state agencies.

NEW:*		**OLD:**	
Remit to Address:	Individual or Business Name.	Old number:	
Name*		Name	
DBA or C/O		DBA or C/O	
Address*		Address	
Tel #*		Tel #	

	Is this the same name on your Social Security card?	Acct #	
	If not, have you told Social Security about your name change?	Provider #	

Signature*

Contact Name

Print Name or Title

Accounts Receivable Contact Name

Date* (within 3 months)

Phone # if Different or for Contact Info

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

Dealer:		Manufacturer:		Factory Rep:	
Jobber:		Retailer:		Commodity:	
Individual:		Partnership:		Incorporated:	
Minority:		Small Business:		In-State:	

Information on State Agency Submitting Vendor Form

State Agency* & SHS #

Contact Person Name & Title*

Telephone #*

Send to: Maine Department of Transportation/ Contracts 16 SHS, Augusta, ME 04333-0014 Attn: Pat Brown

May-04

INSTRUCTIONS FOR COMPLETING VENDOR FORM

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

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

Accounts Receivable Contact Name	Contact person at business for accounts receivables.
Phone #	Phone for Act Rec Contact
Vendor Indicators	Indicate all that apply for the vendor, as needed
Agency In	For Agency personnel submitting the form. Contact info incase of questions.

Local Project Administration

Certification Course Manual
&
Reference Guide

February 2005

Construction Testing

PREPAVING CONFERENCE REPORT

CONTRACT INFORMATION

PIN: **008818.00** Town: **LEWISTON** Date: **9/14/2004**

Resident: **COWAN,H.** Paving Contr. **PIKE INDUSTRIES** Proj. Phone: **784-5753 X**

Prime Contractor: **PRATT & SONS INC.** Proj. Fax: **784-5647**

Specification Date: **10/21/02** Systems of Units: **SI Units** Paving Start Date: **9/22/2004**

PIN: **010253.00** Town: **LEWISTON**

MEETING INFORMATION

MDOT Personnel	Contractor Personnel	Other Personnel
LYCETTE, DAVID G MCCLAY, WADE L	PRATT, JOHN WARD, DAN HANLEY, JIM SAWYER, TODD	Mike LePage, Wes Enman, Al Richard - City of Lewiston. John Parker - Summit

Plant/Location: **PIKE INDUSTRIES—POLAND**

Plant/Location: **PIKE INDUSTRIES—LEWISTON**

PCT: QCT:

Plan Administrator: **HANLEY, JIM**

Phone Number: **8782-6241**

Plant Inspector: **WEISNER, DANA L**

Item	Job Mix No.	Sample Type	
403.207	PII-LE-2-19	ACCEPT (METHOD B)	1550
403.208	PII-LE-2-12A	ACCEPT (METHOD B)	880
403.209	PII-LE-D	ACCEPT (METHOD C)	438
403.210	PII-LE-2-95C	ACCEPT (METHOD B)	660
403.211	PII-LE-2-95F	ACCEPT (METHOD C)	34

Name	Function
FOWLER, JOE	PAVING INSP.

Paving Equipment:
B/K 5510 Paver, Hypac 778 Knockdown, Dynapac CP271 Pneumatic intermediate, Hypac 766 finish.

Special Provisions: **PMRAP deleted by C/O**

Utilities: **Adjustments by City, co-ordinated by Mike LePage**

Tack Comments: **MDOT to pay between layers**

Bridge Comments: **Mill and fill with no membrane.**

Traffic Control: **Extra flaggers while paving. TCD's by Prime.**

Special Request:
Will call for any needed supplies

General Comments:
Item 403.307 will be done in one lot for 2004 and a second lot in 2005, as this will be Wintering over there might be a substitution of 12.5 mm, this will be decided based on weather and other considerations. First section will be paved on Wednesday, 9-22-04 and the second will be done near the seasonal cutoff date. QC Randoms are done and turned in. QA Pending and will be CC'd to Heath Cowan.

HOT MIX ASPHALT PAY FACTOR REPORT
ACCEPT (METHOD A)

PIN: **009720.00** Job Mix No. **LAN-BK4-75-12** Description: **HMA MIX-12.5MM** Item No.: **403.213**

Town: **CASTINE, PENOBSCOT** Lot No.: **1**

Ref. No.	Sublot	Size	12.5	2.36, %	0.600, %	0.300, %	0.075, %	PGAB, %	Voids, %	VMA, %	VFB, %	F/Be	In-Place Density			Comp., %
		USL	97	38	20	13	7	5.4	5.5		82	1.4	Ref. No.	Sublot	Size	97.5
		Target	90	34	17	11	5	5	4							
		LSL	83	30	14	9	3	4.6	2.5	14	65	0.6				92.5
156750	1	1000	88	33	16	10	4.6	4.7	5.2	14.9	65	1.1	156753	1	500	94.4
156755	2	1000	91	33	17	11	5.1	5.0	3.7	14.4	74	1.1	156756	2	500	93.1
													156757	3	500	93.5
156758	3	1000	90	34	16	10	4.9	5.2	3.9	14.8	74	1				
156771	4	1000	93	38	17	11	5.3	5.5	3.2	14.7	78	1.1	156772	4	500	92.6
													156773	5	500	95.6
156774	5	1000	84	25	12	8	3.7	4.3	4.6	15.3	58	0.9	156775	6	500	94.7
													156776	7	500	92.2
156777	6	1000	86	34	16	11	5.0	5.0	3.7	14.3	74	1.1	156778	8	500	93
													156779	9	500	92.6
													156762	10	500	96.1
													156763	11	500	97.5
		Count	6	6	6	6	6	6	6	6	6	6				11
		Arithmetic Mean	88.6667	32.8333	15.6667	10.1667	4.76667	4.95	4.05	14.7333	70.5	1.05				94.1182
		Standard Deviation	3.32666	4.26224	1.8619	1.16905	0.57155	0.41352	0.72319	0.36148	7.47663	0.08367				1.70107
		Percent Within Limits	98	64	81	84	100	67	100	100	72	100				82
		Pay Factor	1.04	0.87	0.96	0.97	1.05	0.88	1.05	1.05	0.91	1.05				0.96
							Adjusted Payfactor	N/A								

Gradation Composite Pay Factor

Shim/Shoulders Information	
Payfactor:	1.008
Quantity:	1243.74
Price:	$38.50
Pay Adjustment:	$383.07

Mainline Information	
Payfactor:	0.988
Quantity:	4756.26
Price:	$38.50
Pay Adjustment:	($2,197.39)

Highlighted Values Indicate Outliers

HOT MIX ASPHALT PAY FACTOR REPORT
ACCEPT (METHOD B)

PIN: **008818.00** Job Mix No. **PII-LE-2-19** Description: **HMA MIX-19.0MM** Item No.: **403.207**

Town: **LEWISTON** Lot No.: **1**

Ref. No.	Sublot	Size	19.0	2.36, %	0.600, %	0.300, %	0.075, %	PGAB, %	Voids, %	VMA, %	VFB, %	F/Be	In-Place Density			Comp., %
		USL	105	35	19	13	6.2	5.7	6		82	1.4	Ref. No.	Sublot	Size	98
		Target	98	30	15	10	3.2	5.2	4							
		LSL	91	25	11	7	0.2	4.7	2	13	65	0.6				92
175757	1	500	99	26	14	8	2.7	4.8	3.4	14.6	77	0.6	175762	1	500	96.2
175758	2	500	97	24	13	8	2.4	4.9	3.4	14.7	77	0.5	175760	2	500	95.2
													175763	3	500	93.1
175759	3	500	98	27	14	9	3.1	5.2	3.7	15.0	75	0.6				
		Count	3	3	3	3	3	3	3	3	3	3				3
		Arithmetic Mean	98	25.6667	13.6667	8.33333	2.73333	4.96667	3.5	14.7667	76.3333	0.56667				94.8333
		Standard Deviation	1	1.52753	0.57735	0.57735	0.35119	0.20817	0.17321	0.20817	1.15470	0.05774				1.58219
		Percent Within Limits	100	63	100	100	100	100	100	100	100	33				100
		Pay Factor	1.03	0.91	1.03	1.03	1.03	1.03	1.03	1.03	1.03	0.81				1.03
								Adjusted Payfactor	N/A							

Cease: F/Be

Gradation Composite Pay Factor

Shim/Shoulders Information	
Payfactor:	
Quantity:	
Price:	
Pay Adjustment:	

Mainline Information	
Payfactor:	1
Quantity:	1648.82
Price:	$44.75
Pay Adjustment:	$0.00

Highlighted Values Indicate Outliers

2005 QC Plan Review Guidelines (Superpave)

Project:_____ **Contractor:**_____

Project #: _____ **Plant:**_____

Pin # : _____ **Date Rec'vd :**_____

Date Reviewed : _____ **Date Returned:**_____

☐ **<u>401.19 Quality Control Method A & B.</u>**

The Contractor shall operate in accordance with a Quality Control Plan, hereinafter referred to as the "Plan", sufficient to assure a product meeting the contract requirements. The plan shall meet the requirements of 106.4.1 and 106.4.2 and the special provisions. No work shall occur until this plan is approved in writing by the Resident.

On ALL Federal Oversight Projects the QC Plan MUST be approved by FHWA PRIOR to any work covered by the Plan being done.

Review of QC Plan should NEVER exclude the Resident

2005 QC Plan Review Guidelines (Superpave)

The Plan shall address all elements which affect the quality of the Plant Mix Pavement including, but *not* limited to, the following:

☐ **(a) Job mix formula(s)** ***(We don't require the JMF to be in the original QC Plan, but it should be addressed.)***

☐ **(b) Hot asphalt mix plant details.** ***(Should detail the plant the Contractor will utilize (Drum/Batch, Make/Model, Capacity Etc.))***

☐ **(c) Stockpile Management.** ***(Should specify procedures to ensure isolation of contamination, prevent intermingling etc... Construction Methods, Control Testing)***

☐ **(d) Make & type of paver(s)** ***(Should mention Make - Barber - Greene / Blaw Knox / Caterpiller and model #)***

☐ **(e) Make & type of rollers** ***including weight, weight per inch of steel wheels, and average ground contact pressure for pneumatic tired rollers. (Should be flexible but sufficient to ensure that Contractor has adequate equipment to satisfactorily carry out the work. More in the Const. Managers purview. How will compaction be ensured where densities are waived.)***

☐ **(f) Name of QCP Administrator, and certification number.** ***(Must be a qualified individual, and a full-time employee of or a consultant engaged by the Contractor. Shall have full authority to institute any and all actions necessary for the successful operation of the Plan. Shall be certified as a Plant Technician or Paving Technician certified by the New England Transportation Technician Certification Program. Check for Cert. Numbers!)***

☐ **(g) Name of Process Control Technician(s)** ***(The PCT shall be certified as a Plant Technician by the New England Transportation Technician Certification Program. Check for Cert. Numbers!)***

☐ **(h) Name of Quality Control Technicians(s)** ***(The QCT shall be certified as a Paving Technician by the New England Transportation Technician Certification Program. Check for Cert. Numbers!)***

☐ **(i) Mixing & transportation including process for ensuring that truck bodies are clean and free of debris or contamination that could adversely affect the finished pavement.** ***(Should indicate that trucks will have thermometer hole, adequate covers, free of leaks etc. Thorough coating, minimum segregation.)***

☐ **(j) Testing Plan.** ***(Should AT LEAST meet the frequencies in Table 9. (See Page 6)***

(k) Laydown operations including longitudinal joint construction, procedures for avoiding paving in inclement weather, tacking of all joints, methods to ensure that segregation is minimized, procedures to determine the maximum rolling and paving speeds based on best engineering practices as well as past experience in achieving the best possible smoothness of the pavement.
(Should include rain policy and joint compaction method)

(l) Examples of Quality Control forms including a daily plant report and a daily paving report. ***(Must show either within/outside Spec. limits)***

(m) Silo Management and details

(n) Provisions for varying mix temperature due to extraordinary conditions ***(If not addressed, then none is allowable)***

(o) Name and Responsibilities of the Responsible Onsite Paving Supervisor

(p) Method for calibration/verification of Density Gauge

(q) Note that all testing will be in accordance AASHTO and ACM/MDOT procedures.

(r) A note detailing conditions under which the % of RAP will vary from that specified on the JMF

Compaction method for any HMA not subject to incentives/disincentives

Plan for delivery of samples to the MDOT laboratory including delivery time *(Should be no more than 48 hours unless a remote location)*

Name of the Company Official ultimately responsible for the work.

Must also note any variation from behind the paving train density testing where applicable. ***(Otherwise all testing to be as per Specs.)***

The Plan shall include the following technicians with these minimum requirements and qualifications:

(a) <u>QCP Administrator</u> - A qualified individual shall administer the QCP. The QCP Administrator must be a full-time employee of or a consultant engaged by the Contractor or paving subcontractor. The QCP Administrator shall have full

authority to institute any and all actions necessary for the successful operation of the QCP. The QCP Administrator (or its designee in the QCP Administrator's absence) shall be available to communicate with the Department at all times. The QCP Administrator shall be certified as a Plant Technician or Paving Inspector certified by the New England Transportation Technician Certification Program.

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

The level of authority of the PCT MUST be described.

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

The level of authority of the QCT MUST be described.

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

Asphalt pavement shall be sampled, tested, and evaluated by the Contractor in accordance with the following minimum quality control Frequencies:

Table 4: MINIMUM QUALITY CONTROL GUIDELINES

Test or Action	Frequency	Test Method
Temperature of mix	6 per day at street and plant	-
Temperature of mat	4 per day	-
%TMD (Surface)	1 per 125 Mg [135 tons] (As noted in QC Plan)	ASTM D-2950
%TMD (Base)	1 per 250 Mg [275 tons] (As noted in QC Plan)	AASHTO T-269
Fines / Effective Binder	1 per 500 Mg [550 tons]	AASHTO TP-4
Gradation	1 per 500 Mg [550 tons]	AASHTO T-30
PGAB content	1 per 500 Mg [550 tons]	AASHTO T-164, T-287 or T-308
Voids at N_{design}	1 per 500 Mg [550 tons]	AASHTO TP-4
Voids in Mineral Aggregate at N_{design}	1 per 500 Mg [550 tons]	AASHTO TP-4
Rice Specific Gravity	1 per 500 Mg [550 tons]	AASHTO T-209
Coarse Aggregate Angularity	1 per 6000 Mg [6660 tons]	ASTM D 5821
Flat and Elongated Particles	1 Per 6000 Mg [6660 tons]	ASTM D-4791
Fine Aggregate Angularity	1 Per 6000 Mg [6660 tons]	AASHTO T-304

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

The Contractor shall submit all Hot Mix Asphalt Pavement plant test reports in writing, signed by the appropriate technician and present them to the Department by 1:00 p.m. on the next working day, except when otherwise noted in the QCP due to local restrictions. The Contractor shall make density test results, including randomly sampled densities, available to the Department onsite. Summaries of each day's results, including a daily paving report, shall be recorded and signed by the QCT and presented to the Department by 1:00 p.m. the next working day.

The Contractor shall have a testing lab at the plant site, equipped with all testing equipment necessary to complete the tests in Table 4. The Contractor shall locate an approved SHRP Gyratory Compactor at the plant testing lab or within 30 minutes of the plant site.

The Contractor has submitted example control charts with the limits shown below.

TABLE 5

Property	UCL and LCL
Passing 4.75 mm and Nominal Maximum sieves	Target ± 4.0
Passing 2.36 mm sieve	Target ± 2.5
Passing .075 mm sieve	Target ± 1.2
PGAB Content*	Target ± 0.2
Voids in the Mineral Aggregate	JMF Target ± 0.9
% Voids at N_{design}	JMF Target ± 0.9

*Based on AASHTO T 308

2004 QC Plan Review Guidelines for Structural Concrete

June,2004

Maine Dept of Transportation
Bureau of Planning
State House Sta. # 16
Child St. Augusta Me. 04333
Attn: Michael Redmond
Tel. 207-624-3271
Cell 207-592-2403

Project: Coplin Plt **Contractor:** Reed & Reed

Project #: BR- 1017(700)X **Plant:** Mattingly Products

Pin # : 10177.00 **Date Received :** 6-23-04

Date Reviewed : 7/7/04 **Date Returned:** _____

Reviewed By : Mike Redmond

502.0501 Quality Control Method A & B.

The Contractor shall operate in accordance with a Quality Control Plan, hereinafter referred to as the "Plan", sufficient to assure a product meeting the contract requirements. The plan shall meet the applicable requirements of Section 502 Structural Concrete, Section 106 Quality, and the special provisions.

No work under this item shall proceed until the QC Plan is submitted and approved by the Department.

On Federal Oversight Projects the QC Plan must be approved by FHWA prior to any work covered by the Plan being done.

The Plan shall address all elements which affect the quality of Structural Concrete including, but *not* limited to, the following:

(1.) Concrete Mix Designs are required to be in the original submittal of the QC Plan and must contain the following information.

a. **Description and source of individual coarse aggregate stockpiles.**
b. **Coarse aggregate specific gravity, absorption, elongation, alkali silica reactivity, blended gradation.**
c. **Description and source of fine aggregate stockpiles.**
d. **Fine aggregate specific gravity, absorption, colormetric, fineness modulus, gradation, and percent of total aggregate.**
e. **Target water cement ratio**
f. **Maximum water cement ratio**
g. **Target water content by volume**
h. **Target Compressive Strength**
i. **Target Chloride Permeability**
j. **Target Air Content, Slump, Mix Temperature**
k. **Target Unit Weight**
l. **Type and dosage of chemical admixtures.**
m. **Type and amount of cement.**
n. **Type and amount of pozzolan.**
o. **Name of person submitting design.**

Comments: ***Items above in Red are missing or unacceptable.***

(2.) **Concrete batch plant details.** ***(Should detail the plant the Contractor will utilize (Batching System, Mixer Make/Model, Capacity Etc.)***

Comments: ***Additional info requested.***

(3.) **Stockpile Management.** ***(Should specify procedures to ensure isolation of contamination, prevent intermingling etc... Construction Methods, Control Testing***

Comments: ***Additional info requested.***

(4.) **Make & Type of Mixers**

Comments: ***Additional info requested.***

(5.) **Name of QCP Administrator, and certification number.** ***(Must be a qualified individual, and a full-time employee of or a consultant engaged by the Contractor. Shall have full authority to institute any and all actions necessary for the successful operation of the Plan. QCP Plan Administrator shall meet one of the nine requirements listed in Section 502.0501***

Comments: ***Acceptable***

(6.) **Name of Process Control Technician(s)** ***(The PCT shall be a NETTCP Certified Concrete Field Technician or an MCTCB Concrete Plant Technician. A primary PCT shall be listed in addition to a list of alternate PCT'S. Shall also include criteria utilized by the PCT to reject questionable materials.***

Comments: ***Additional info requested. Qualifications of non certified PCT are requested.***

(7.) **Name of Quality Control Technicians(s)** ***(The QCT shall be a NETTCP Certified Concrete Technician or an MCTCB Concrete Field Technician. A primary QCT shall be listed in addition to a list of alternate QCT'S. Shall also include criteria used by the QCT to reject loads delivered to the jobsite.***

Comments: ***Acceptable***

(8.) **Mixing & transportation including time from batching to completion of delivery.** ***Should indicate that trucks will have current State of Maine Mixer Inspection certificate or decal.***

Comments: ***Provide statement on inspection status of mixers.***

(9.) **Testing Plan. The QCP shall detail the coordination of the activities of the Plan Administrator, the PCT and the QCT. The project Superintendent shall be named in the QCP, and his responsibilities for successful implementation of the QCP shall be outlined.**

Comments: ***The plan mentions this but provides no detail. Expand on duties and responsibilities of these people.***

(10.) **Concrete Placement Methods. Should include description of equipment used for all concrete placements, precautions for protection of concrete in inclement weather, and personnel required to complete placement.**

Comments: ***Additional info requested.***

(11.) **Examples of Quality Control forms including an aggregate gradation report, sample control charts, and a sample concrete delivery record.**

Comments: ***Provide requested information. None of the above was received.***

(12.)

Finishing and Curing. Describe methods intended for finishing operations. Curing details should address duration of curing and materials to be used.

Comments: ***Curing section needs more info.***

(13.) **Hot and Cold Weather Concrete. Provisions for control of concrete mix temperature and placement precautions due to extraordinary conditions.**

Comments: ***Additional info requested.***

(14.) **Name and Responsibilities of other personnel involved in decision making process other than QCT and Plan Administrator.**

Comments: ***Acceptable***

(15.) **Method for calibration/verification of Air Meter.**

Comments: ***Additional info requested.***

(16.) **Note that all testing will be in accordance AASHTO and ACM/MDOT procedures.**

Comments: ***Acceptable***

(17.) **Non traditional methods. Provide a description of innovative equipment or techniques not addressed by the Contract documents to produce or monitor the production of the mix, subject to approval by the Department.**

Comments: ***Acceptable***

(18.) **Remove references to performing work as per various specifications with an actual description of the intended methods.**

Section 3.8 Line # 4 ..Replace all 502 Items with All Cast in place concrete items.

Sect 3.9 Replace 502.11 and 502.11c with detailed axplanations of intended methods.

No sample control charts were received in QC Plan

Current aggregate gradations are required with Mix Designs.

Maine Department of Transportation

QC Plan Requirements

YES	NO	
		Aggregate Production Information Provided
		Quality of Components
		Stockpile Management
		Proportioning (added water)
		Mix and Transportation
		Initial Mix Properties
		Process Quality Control Testing
		Placement and Consolidation
		Permeability
		Compressive Strength
		Finishing
		Hot and Cold Weather Procedures
		Curing
		Form Removal
		Sample Delivery Slip

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
PROJECT DEVELOPMENT
MINIMUM TESTING REQUIREMENTS

MASTER

Project No.: **Date:**

Pin No.:

Town: **Length:** **miles**

Location:

Item No.	Description	Quantity	Unit	Est # of Passing Accept. Tests	Type of Tests
NOTE: FILL OUT PRODUCT EVALUATION REPORT AT COMPLETION OF PROJECT. SEND TO ADDRESS ON FORM					
	"Buy America Clause"				Certified Statement On Contractor's Letterhead
203	Embankment (Control Density Fill Only)		CY	0	Number of 1000 LF sections
	Total linear foot of Control Density Fill(s)			0	Number of Layers
	Total Elev. Depth of Control Density Fill(s)		LF	0	Number of Compactions
	Embankments (layer method)	**As Nec**		1	Compaction to Doc. Layer Method
	Embankments (bridge approaches and structural plate pipes & box culverts)			0	Total Depth in feet of Granular Backfill abutting each structure Compaction (one every other layer each side of structures)
	Common Borrow		CY	0	Moisture contents or one each 15,000 CY - Not required if granular material used
	Dirty Borrow			0	Gradation (backslope) 1 / 5,000 CY
	Gravel Borrow		CY	0	Gradation 1/ 5,000 CY
	Granular Borrow		CY	0	Gradation 1/ 5,000 CY
	Selected Granular Borrow		CY	0	Gradation 1/ 5,000 CY
				0	Compaction 1/ 2,000 LF
204	Rehabilitate Existing Shoulder		SY	0	Gradation 1/ 7,500 SY
	Add Shoulder Aggregate		SY	0	Gradation 1/ 7,500 SY
304	Aggregate Sub base-Gravel		CY	0	Gradation 1/ 2,500 CY
	Total length in feet of A.S.G. (lower)		LF	0	Compaction (lower)
	Total length in feet of A.S.G. (upper)		LF	0	Compaction (upper)
					Compactions are based on 1 test

					per 2000 LF per lane per layer
				0	Degradation
					(one / source / project)
					If initial value is > 24 test
					at rate of 1/10,000 CY
					initial value <25, test at
					rate of 1/5,000 CY
	Aggregate Base		CY	0	Gradation 1/ 1 2,500 CY
	Total length in feet of Agg. Base		LF	0	Compaction 1/ 2,000 LF
	Aggregate Sub base-Sand		CY	0	Gradation 1/ 2,500 CY
	Total length in meter of Agg. Sub. Sand		LF	0	Compaction 1/ 2,000 CY
307	Full Depth Recycled Pavement, Untreated		SY	0	Compaction 1/ 2,000 LF per lane
	Total length in feet of C.I.R.P.		LF		
308	ull Depth Reclamation w/Stabilizing Additives		SY	0	Compaction 1/ 2,000 LF per lane
	Total length in feet of C.I.R.P.		LF		
309	Full-Depth Recycled w/Foamed Asphalt		SY	0	Compaction 1/ 2,000 LF per lane
	Total length in feet of C.I.R.P.		LF		
					Reclaiming more than 2" Deeper
					Than Foaming Depth Will Require
					Additional Tests as per Std Spec 307
310	CIRP or Plant Mixed RAP		SY	0	Compaction 1/ 2,000 LF per lane
	Total length in feet of C.I.R.P.		LF		(Use Thin Lift Gauge)
	QUALITY ASSURANCE ITEM				
	QC PLAN BY CONTRACTOR REQUIRED WITHIN 21 DAYS OF CONTRACT EXECUTION OR 30 DAYS BEFORE ANY				
	RELATED WORK				
	If remaining Tons at the end of an item are 1/2 of a sublot or more, add another sublot; if less than half, add Tons to last sublot.				
	Two Plant Checks by Testing Section Required for Each Five Days of Operation				
403	Hot Bituminous Pavement			1	Job Mix Formula per mix
	METHOD A				
					METHOD "A"
	403.206		Ton	0	Gradation 1 / 1,100 T sublot
	"25.0 mm"			0	Asphalt Cont. 1 / 1,100 T sublot
				0	Air Voids Analysis
					1 / 1,100 T sublot
	Mainline			0	Core Densities 1 / 550 T sublot
	Shoulder			0	Core Densities (Method A)
				1	Core Densities at Opt of Resident
					METHOD "A"
	403.207		Ton	0	Gradation 1 / 1,100 T sublot
	"19.0 mm"			0	Asphalt Cont. 1 / 1,100 T sublot
				0	Air Voids Analysis
					1 / 1,100 T sublot
	Mainline		Ton	0	Core Densities 1 / 550 T sublot
	Shoulder			0	Core Densities (Method A)
				1	Core Densities at Opt of Resident
					METHOD "A"
	403.213		Ton	0	Gradation 1 / 1,100 T sublot
	"12.5 mm Binder"			0	Asphalt Cont. 1 / 1,100 T sublot
				0	Air Voids Analysis
					1 / 1,100 T sublot
	Mainline		Ton	0	Core Densities 1 / 550 T sublot

Shoulder			0	Core Densities (Method A)
			1	Core Densities at Opt of Resident
				METHOD "A"
403.208		Ton	0	Gradation 1 / 1,100 T sublot
"12.5 mm Surface"			0	Asphalt Cont. 1 / 1,100 T sublot
			0	Air Voids Analysis
				1 / 1,100 T sublot
Mainline		Ton	0	Core Densities 1 / 275 T sublot
		LF	0	Pavement Smoothness Lots
				1/ 3,000 LF Per Lane
Shoulder			0	Core Densities (Method A)
			1	Core Densities at Opt of Resident
				METHOD "A"
403.210		Ton	0	Gradation 1 / 1,100 T sublot
"9.5 mm Surface"			0	Asphalt Cont. 1 / 1,100 T sublot
			0	Air Voids Analysis
				1 / 1,100 T sublot
Mainline		Ton	0	Core Densities 1 / 275 T sublot
		LF	0	Pavement Smoothness Lots
				1/ 3,000 LFt Per Lane
Shoulder			0	Core Densities (Method A)
			1	Core Densities at Opt of Resident
				METHOD "A"
403.211		Ton	0	Gradation 1 / 1,100 T sublot
"9.5 mm Shim"			0	Asphalt Cont. 1 / 1,100 T sublot
			0	Air Voids Analysis
				1 / 1,100 T sublot
				METHOD "A"
403.212		Ton	0	Gradation 1 / 1,100 T sublot
"4.5 mm Shim"			0	Asphalt Cont. 1 / 1,100 T sublot
			0	Air Voids Analysis
				1 / 1,100 T sublot

METHOD "B"

DIVIDE THE QUANTITY OF EACH METHOD B HMA ITEM INTO THREE SUBLOTS
RANDOMLY SAMPLE AND TEST ALL THREE SUBLOTS
CALCULATE PAY FACTORS USING METHOD B PAY FACTOR PROGRAM. PAY ACCORDINGLY.
SEE SUPPLEMENTAL SPECIFICATION 401, METHOD B

				METHOD "B"
403.207		Ton	3	Gradation
"19 mm Binder"			3	Asphalt Cont.
			3	Air Voids Analysis
			3	Core Densities
				METHOD "B"
403.213		Ton	3	Gradation
"12.5 mm Binder"			3	Asphalt Cont.
			3	Air Voids Analysis
			3	Core Densities
				METHOD "B"
403.208		Ton	3	Gradation
"12.5 mm Surface"			3	Asphalt Cont.
			3	Air Voids Analysis
			3	Core Densities

					METHOD "B"
	403.210		Ton	3	Gradation
	"9.5 mm Surface"			3	Asphalt Cont.
				3	Air Voids Analysis
				3	Core Densities
					METHOD "B"
	403.211		Ton	3	Gradation
	"9.5 mm Shim"			3	Asphalt Cont.
				3	Air Voids Analysis
					METHOD "B"
	403.212		Ton	3	Gradation
	"4.5 mm Shim"			3	Asphalt Cont.
				3	Air Voids Analysis
		METHOD C			
	Quantity of Method C Mixes		Ton	0	Gradations
	Number of Method C Mixes		mixes	0	Asphalt Contents
				0	Core Densities
	List Mixes:				Method "C" Requires
	-				Gradation and Asphalt Contents
	-				Densities as per Spec Prov 403
	-				Pay according to Special Provision
					401 Method "C"
	Bituminous Material			1	Loading Invoice with each shipment of material from supplier
		TESTING BASED ON TONS PRODUCED			
409	Bituminous Tack Coat Applied		G	1	Loading Invoice with each shipment of material and statement of certification (See Division 700 of Standard Specifications.)
410	Bituminous Surface Treatment		SY	0	Gradation 1 / 500 SY
	Cover Coat-Sand		CY	0	Gradation 1 / 500 CY
	Cover Coat (Stone Chips)		CY	0	Gradation 1 / 500 CY
					Deleterious & Stripping Test
	Bituminous Materials--Asphalts		G	1	Loading Invoice, Certificate Number and Statement with each shipment of material from supplier (See Division 700 of the Standard Specifications)
411	Untreated Aggregate Surface Course		CY	0	Gradation 1 / 500 CY
	Bituminous Material for Mulch Surface		G	1	Loading Invoice with each shipment of material from supplier
	Aggregate for Mulch Surface		CY	0	Gradation 1 / 500 CY
501	Steel H-Beam Piles		LF	1	Certification
				1	Certified Mill Test report per heat
	Timber Treated Piles		LF		Concrete Testing as per Standard Specification 502
	Cast-in-place concrete piles		LF		and Special Provision 502
	Calculate total yd³ for concrete piles		CY		See Section 502 of This Doccument
	Reinforcing Steel			1	Certification

	Pile Protective Coating		LUMP	1	Notarized copies of test results and natural certificates (Special Provision Section 501)
502	Annular Space Grouting		CY	1	Quality of Fine Aggregate
				1	Mix Design by Contractor
				1	Air Test
				1	Set of 2 Cylinders
	Cement			1	Certified Mill Test
	Fly Ash			1	Certification
	Test Section			1	Each Type of Grout Used See Special Provision 502
	QUALITY ASSURANCE ITEM				
	QC PLAN BY CONTRACTOR REQUIRED WITHIN 21 DAYS OF CONTRACT EXECUTION OR 30 DAYS BEFORE ANY RELATED WORK				
	One Plant Check by Testing Section Required for Each Five Sublots				
	NOTE: If CY is more than half the sublot size, add another sublot; however, if less than half the sublot size, add to previous sublot.				
502	Structural Concrete			1	Quality of Coarse Aggregate
				1	Quality of Fine Aggregate
				1	Set of Verification Gradations Per five sublots
				1	PCC Mix Design Per Class of Conc
					METHOD "A"
	Class "A"		CY	3	Set(s) of 2 cylinders / lot
				3	Air test / lot
				3	Set(s) of 2 Cyl. for Rapid Chloride Permeability / lot
					Measure Surface Tolerance, Alignment and Trueness, Plumb and Batter and Finish as per Special Prov. 502 Sec 502.0502
					METHOD "B"
	Class "S"		CY	0	Set(s) of 2 cylinders / lot
				0	Air test / lot
					METHOD "B"
	Class "LP"		CY	0	Set(s) of 2 cylinders / lot
				0	Air test / lot
				0	Set(s) of 2 Cyl. for Rapid Chloride Permeability / lot
					Measure Surface Tolerance, Alignment and Trueness, Plumb and Batter and Finish as per Special Prov. 502 Sec 502.0502
	METHOD "B"		CY	0	Set(s) of 2 Cylinders
	Total Number of Small Quantity Mixes			0	Air test
	List Mixes By Item Number:			0	Set(s) of 2 Cyl. for Rapid Chloride Permeability
	-				
	-				
	-				
	-				
	METHOD "C"		CY	0	Set(s) of 2 Cylinders

	Total Number of Small Quantity Mixes			0	Air test
	List Mixes By Item Number:			0	Set(s) of 2 Cyl. for Rapid Chloride Permeability
	-				
	-				
	-				
	-				
	Cement			1	Certified Mill test
	Pozzolan			1	Certified Test Report
	Polyvincylchloride Water stops			1	Certification
	Joint Sealant (if used)			1	Certification
					Test Rpt. (if not on approved list)
	Bridge Drains		EA	1	Certification
503	Reinforcing Steel		LB	1	Certification
	Steel Wire Mesh			1	Certification
	Epoxy Coated Reinforcing Steel		LB	1	Certification - Coating and Bars meet requirements of ASTM-A 775 (See Section 503.051)
504	Structural Steel		LUMP	1	Certification
				1	Certified Mill Test Report covering major carrying members. Welding-Welder's Certification must be verified prior to field welding by Const. Manger. or Inspector. Test Report each type of Welding Electrode,if not on MDOT approved list Letter of Compliance-Shop Welders
505	Shear Connectors		LUMP	1	Certification
506	Painting Structural Steel		LUMP	1	Certification (each color) Statement from D. Dubois approving each batch
	Disposal of Hazardous Materials		LUMP	1	Signed Truck Manifests Stating Location and License of Disposal Facility
507	Bridge Railing		LF	1	Certification Sample 4 Washers, 4 Nuts 4 Anchor bolts to Central Lab (each manufacturer, each size) 3 weeks prior to use
	Aluminum Rail Bar Splice Retrofit		EA	1	Certification
	Steel Pipe Hand Railing		LF	1	Certification
508	Membrane Waterproofing		LUMP	1	Certification (100% covered) Complete and Send Attached Product Evaluation Sheet to Augusta
509	Structural Plate Pipe-Pipe Arch & Arches		LUMP	1	Certification
512	French Drains		LF	1	Gradation @ Const. Mangr's Option
513	Slope Protection		SY	0	Concrete Testing as per Standard Specification 502 and Special Provision 502 See Section 502 of This Doccument
	Calculate total yd³ of slope protection		CY	0	

	Steel Wire Mesh Bituminous Material			1 1	Certification Loading Invoice with each shipment of material from supplier
515	Epoxy Resin Surface Sealant Protective Coating for Concrete Surfaces		SY LUMP	1 1	Certification Certification
517	Shotcrete Reinforcing Steel		SY	 1	Cores Certification See Spec. Provision Sec. 517
518	Rehab Structural Concrete Slab Rehab. Structural Concrete Substructure Granite Curb Bedding Mortar		SY CY LF	 1	Concrete Testing as per Standard Specification 502 and Special Provision 502 See Section 502 of This Doccument Or Commercial Patching from Approved List Complete and Send Attached Product Evaluation Sheet to Address on Form Certification
520	Bridge Joint Modification Structural Concrete Expansion Device		EA LUMP	1 1	Certification Concrete Testing as per Standard Specification 502 and Special Provision 502 See Section 502 of This Doccument Certification
521	Fabric Trough for Finger Joint		EA	1	Certification (each lot, 1 meter sample required) See Special Provision 521
522	Modular Expansion Device		LF	1	Certification
523	Elastometric Bridge Bearing - Laminated		EA	1	Certification and Test Reports and 1 Bearing for elastructive testing See Special Provision 523
527	Portable Crash Barrels		EA	1	Certification
535	Precast Pre stressed Concrete Superstructure		EA	1 1 1 1 1	Quality Coarse Aggregate Quality Fine Aggregate Set of gradations by MDOT Set of 2 Cylinder by MDOT Set(s) of 8 Cylinders by Contractor, per placement Certification(100% complete)
601	Gabions		CY	1	Certification by Manuf./shipment
603	Culvert Pipe Inlet Grate Units		LF EA	1 1 1	Certification (100% covered pipe) Certification (gaskets) Certification
604	Catch Basins & Manholes Mortar Sand		EA EA EA EA LUMP	1 1 1 1 1 1	Certification (precast, Type F, B, A) Certification (blocks, rebuild) Certification (metal, Type E) Certification (castings, grates) Gradation Colormetric

	Traps		EA	1	Certification
605	Underdrain, Type "B"		LF	0	Grad(sand) / 1000 lf (Type B+Type C)
	Underdrain, Type "C"		LF	0	Gradation (stone) / 2000 lf (Type C)
606	Guard Rail		LF	1	Certification (beams, posts, Brackets, & hdware)
	Delineator Post		EA	1	Certification
	Modified Eccentric Loader Terminal		EA	1	Certification
	Breakaway Cable Terminal		EA	1	Certification
	Terminal End		EA	1	Certification
	Single Wood Post		EA	1	Certification
	Guardrail Post		EA	1	Certification
	Multi-Mailbox Support		EA	1	Certification
	Transition Section		EA	1	Certification
	Transition Section Thrie Beam		EA	1	Certification
	Thrie Beam		LF	1	Certification
	Terminal Connector		EA	1	Certification
	350 Flared Terminal		EA	1	Certification
	Low Volume End		EA	1	Certification
	Modify Twisted End Section		EA	1	Certification
	Bridge Connector		EA	1	Certification
	End Post (Calculate total CY)		CY		Concrete Testing as per Standard Specification 502 and Special Provision 502 See Section 502 of This Doccument
	Reinforcing Steel			1	Certification
	Silica Fume			1	Certification
607	Fencing		LF	1	Certification (gates, wire fabric, posts & braces)
608	Concrete Sidewalk		SY		Concrete Testing as per Standard Specification 502 and Special Provision 502 See Section 502 of This Doccument
	Calculate total CY for sidewalk		CY		
610	Portland Cement for Riprap Grout		BBLS	1	Certification
611	Slab for Backslope Protection		SY		Concrete Testing as per Standard Specification 502 and Special Provision 502 See Section 502 of This Doccument
	OR				
	Precast Slab				Set of 8 Cylinders by Contractor, per placement See Standard Specification 712 and Special Provisions
	Reinforcing Steel			1	Certification
613	Erosion Control Blanket		SY	1	Certification
614	Fertilizer		LB	1	Certification (Formulation data to be imprinted on bag or on a tag securely attached to the bag.)
617	Erosion Control Mesh		SY	1	Certification
618 &657	Seeding		UN	1	Certification & Sample (> 1 pound) to Bangor Lab
	Crown Vetch Seed		LB	1	Certification

	Annual Rye Grass		LB	1	Certification
619	Mulch		UN	1	Certification
620	Geotextile		SY	1	Manufacturers product sheet for each type of geotextile or on approved list
621	Planting Trees (add all trees)		each	1	Inspection Statement (from Landscape Section)
625	Water Service Supply Line		LF	1	Certification
626	Foundations		EA		Concrete Testing as per Standard Specification 502 and Special Provision 502 See Section 502 of This Doccument
	Calculate total CY for all foundations		CY		
	Anchor Bolts			1	Certification
	Reinforcing Steel			1	Certification
627	Pavement Markings		LF	1	Certification
			SY	1	Certification
636	MSE Retaining Wall		SY	1	Certification
	Footing				Concrete Testing as per Standard Specification 502 and Special Provision 502 See Section 502 of This Doccument
	Crushed Stone			1	Gradation
	Precast Panels			1	Class "P" Mix Design by Contractor
				1	Quality Coarse Aggregate
				1	Quality Fine Aggregate
				1	Set of gradations by MDOT
				1	Set of 2 Cylinder by MDOT
				1	Set(s) of 6 Cylinders by Contractor, per placement
	Reinforcing Steel			1	Certification
	Cement			1	Certified Mill Test
					See Special Provision 636
642	Precast Concrete Steps		EA	1	Certification
643	Traffic Signals		LUMP	1	Certification 100% covered
645	Demountable Reflect. Delineator		EA	1	Certification
	Overhead Guide Sign		LUMP	1	Certification
656	Temp. Soil Erosion & Water P. C. P.		LUMP	1	Approved Plan See Spec Prov 656
658	Acrylic Latex, Green		SY	1	Certification

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
PROJECT DEVELOPMENT
MINIMUM TESTING REQUIREMENTS

EXAMPLE

Project No.: BR-7965(550)X, BR-7965(560) **Date:** 12/10/04

Pin No.: 7965.55, 7965.56

Town: Prospect, Verona **Length:** **miles**

Location: In Waldo and Hancock County, towns of Prospect and Verona; the bridge over the Penobscot River.

Item No.	Description	Quantity	Unit	Est # of Passing Accept. Tests	Type of Tests
NOTE: FILL OUT PRODUCT EVALUATION REPORT AT COMPLETION OF PROJECT. SEND TO ADDRESS ON FORM					
	"Buy America Clause"				Certified Statement On Contractor's Letterhead
203	Bridge Abutments	2		37	Total Depth in feet of Granular Backfill abutting each structure
	please note if rock fill is used for backfill compactions figured for granular backfill and document reason for lacking compactions			37	Compaction (one every other layer each side of structures)
	Common Borrow	14200	CY	1	Moisture contents or one each 15,000 CY - Not required if granular material used
	Granular Borrow	500	CY	1	Gradation 1/ 5,000 CY
304	Aggregate Sub base-Gravel	7600	CY	4	Gradation 1/ 2,500 CY
	Total length in feet of A.S.G. (lower)	900	LF	1	Compaction (lower)
	Total length in feet of A.S.G. (upper)	900	LF	1	Compaction (upper)
					Compactions are based on 1 test per 2000 LF per lane per layer
				1	Degradation (one / source / project) If initial value is > 24 test at rate of 1/10,000 CY initial value <25, test at rate of 1/5,000 CY
	Aggregate Base	180	CY	1	Gradation 1/ 1 2,500 CY
	Total length in feet of Agg. Base		LF	0	Compaction 1/ 2,000 LF
QUALITY ASSURANCE ITEM					
QC PLAN BY CONTRACTOR REQUIRED WITHIN 21 DAYS OF CONTRACT EXECUTION OR 30 DAYS BEFORE ANY RELATED WORK					
If remaining Tons at the end of an item are 1/2 of a sublot or more, add another sublot; if less than half, add Tons to last sublot.					
Two Plant Checks by Testing Section Required for Each Five Days of Operation					
403	Hot Bituminous Pavement			1	Job Mix Formula per mix
	METHOD A				
					METHOD "A"
	403.207	1280	Ton	4	Gradation 1 / 1,100 T sublot
	"19.0 mm"			4	Asphalt Cont. 1 / 1,100 T sublot
				4	Air Voids Analysis

					1 / 1,100 T sublot
	Mainline	730	Ton	5	Core Densities 1 / 550 T sublot
	Shoulder			0	Core Densities (Method A)
		550		1	Core Densities at Opt of Resident
					METHOD "A"
	403.208	1150	Ton	4	Gradation 1 / 1,100 T sublot
	"12.5 mm Surface"			4	Asphalt Cont. 1 / 1,100 T sublot
				4	Air Voids Analysis 1 / 1,100 T sublot
	Mainline	660	Ton	5	Core Densities 1 / 275 T sublot
			LF	0	Pavement Smoothness Lots 1/ 3,000 LF Per Lane
	Shoulder			0	Core Densities (Method A)
		490		1	Core Densities at Opt of Resident
					METHOD "A"
	403.210	1625	Ton	4	Gradation 1 / 1,100 T sublot
	"9.5 mm Surface"			4	Asphalt Cont. 1 / 1,100 T sublot
				4	Air Voids Analysis 1 / 1,100 T sublot
	Mainline	935	Ton	5	Core Densities 1 / 275 T sublot
			LF	0	Pavement Smoothness Lots 1/ 3,000 LFt Per Lane
	Shoulder			0	Core Densities (Method A)
		690		1	Core Densities at Opt of Resident
		METHOD C			
	Quantity of Method C Mixes	790	Ton	3	Gradations
	Number of Method C Mixes	3	mixes	3	Asphalt Contents
				0	Core Densities
	List Mixes:				Method "C" Requires
	403.209				Gradation and Asphalt Contents
	-				Densities as per Spec Prov 403
	-				Pay according to Special Provision 401 Method "C"
	Bituminous Material			1	Loading Invoice with each shipment of material from supplier
	TESTING BASED ON TONS PRODUCED				
409	Bituminous Tack Coat Applied	610	G	1	Loading Invoice with each shipment of material and statement of certification (See Division 700 of Standard Specifications.)
410	Bituminous Surface Treatment	630	SY	1	Gradation 1 / 500 SY
411	Untreated Aggregate Surface Course	80	CY	1	Gradation 1 / 500 CY
	QUALITY ASSURANCE ITEM				
	QC PLAN BY CONTRACTOR REQUIRED WITHIN 21 DAYS OF CONTRACT EXECUTION OR 30 DAYS BEFORE ANY RELATED WORK				
	One Plant Check by Testing Section Required for Each Five Sublots				
	NOTE: If CY is more than half the sublot size, add another sublot; however, if less than half the sublot size, add to previous sublot.				
502	Structural Concrete			1	Quality of Coarse Aggregate

				1	Quality of Fine Aggregate
				1	Set of Verification Gradations
					Per five sublots
				1	PCC Mix Design Per Class of Conc
					METHOD "A"
	Class "A2"		c.y.	28	Set(s) of 2 cylinders / lot
	502.202 Struct Conc Pylon Diaphragm	**1490**		28	Air test / lot
	502.203 Struct Conc Pylon Above Deck	**527**		28	Set(s) of 2Cyl. for Rapid Chloride
	502.204 Struct Conc Pylon Above Deck	**4979**			Permeability / lot
	6000 PSI				Measure Surface Tolerance, Alignment and Trueness, Plumb and Batter and Finish as per Special Prov. 502 Sec 502.0502
					METHOD "B"
	Class "A"		c.y.	10	Set(s) of 2 cylinders / lot
				10	Air test / sublot
	502.211 Struct Conc Abuts. & Footing	**671**		10	Set(s) of 2Cyl. for Rapid Chloride
	502.3422 Struct Conc. Median Cap	**249**			Permeability / sublot
	4500 PSI				Measure Surface Tolerance, Alignment and Trueness, Plumb and Batter and Finish as per Special Prov. 502 Sec 502.0502
					METHOD "B"
	Class "LP"		c.y.	9	Set(s) of 2 cylinders / lot
				9	Air test / lot
				9	Set(s) of 2Cyl. for Rapid Chloride
	502.48 Struct Conc. Curb & Barrier	**657**			Permeability / lot
					Measure Surface Tolerance, Alignment and Trueness, Plumb and Batter and Finish as per Special Prov. 502 Sec 502.0502
	METHOD "C"		c.y.	1	Set(s) of 2 Cylinders
	Class A			1	Air test
				1	Set(s) of 2Cyl. for Rapid Chloride
	502.35 Struct Conc Approach slab	**38**			Permeability
	-				
	-				One Set of Tests / Class / 100 m³
503	Reinforcing Steel	approx 5,000,000	LB	1	Certification
507	Bridge Railing	4227	LF	1	Certification
					Sample 4 Washers, 4 Nuts
					4 Anchor bolts to Central Lab
					(each manufacturer, each size)
					3 weeks prior to use
508	Membrane Waterproofing	lump	LUMP	1	Certification (100% covered)
					Complete and Send Attached
					Product Evaluation Sheet to
					Augusta
515	Epoxy Resin Surface Sealant	6200	SY	1	Certification
	Protective Coating for Concrete Surfaces		LUMP	1	Certification
521	Expansion Device Finger Joint	96	LF	1	Certification
523	Bearing Installation	4	EA	1	Certification and Test
					Reports and 1 Bearing

					for elastructive testing See Special Provision 523
527	REACT-350	2	EA	1	Certification
535	**Class A2**		c.y.	13	Quality Coarse Aggregate
	6000 PSI			13	Quality Fine Aggregate
				13	Set of gradations by MDOT
	535.251 CIP Segmental Box	12,202		13	Set of 2 Cylinder by MDOT
	4 Lots of 13 sublots each +/-				Set(s) of 8 Cylinders by Contractor, per placement
				1	Certification(100% complete)
603	Culvert Pipe	492	LF	1	Certification (100% covered pipe)
				1	Certification (gaskets)
	Inlet Grate Units		EA	1	Certification
604	Catch Basins & Manholes	9	EA	1	Certification (precast, Type F, B, A)
605	Underdrain, Type "B"	50	LF	1	Grad(sand) / 1000 lf (Type B+Type C)
	Underdrain, Type "C"	275	LF	1	Gradation (stone) / 2000 lf (Type C)
606	Guard Rail	1580.00	LF	1	Certification (beams, posts, Brackets, & hdware)
	Delineator Post	12	EA	1	Certification
	Terminal End	2	EA	1	Certification
	Guardrail Post	20	EA	1	Certification
	350 Flared Terminal	2	EA	1	Certification
	Bridge Transition	4	EA	1	Certification
608	Concrete Sidewalk		m^2	1	Quality of Coarse Aggregate
	Calculate total m^3 for sidewalk	186	m^3	1	Quality of Fine Aggregate
				1	Set(s) of Field Gradation 1/ 100 m^3
				5	Set(s) of 2 Cylinder
	Reinforced Concrete Sidewalk			5	Set(s) of 2Cyl. for Rapid Chloride Permeability / sublot
617	Erosion Control Mix	1600	CY	1	Certification
618 &657	Seeding	140	UN	1	Certification & Sample (> 1 pound) to Bangor Lab
	Crown Vetch Seed		LB	1	Certification
	Annual Rye Grass		LB	1	Certification
619	Mulch	160	UN	1	Certification
620	Geotextile	160	SY	1	Manufacturers product sheet for each type of geotextile or on approved list
627	Pavement Markings	19500	LF	1	Certification
		590	SF	1	Certification
656	Temp. Soil Erosion & Water P. C. P.	lump	LUMP	1	Approved Plan See Spec Prov 656

Local Project Administration

Certification Course Manual
&
Reference Guide

February 2005

Construction Administration, Documentation and Project Finalization

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
TRANSPORTATION BUILDING
16 STATE HOUSE STATION AUGUSTA, MAINE 04333-0016

JOHN G. MELROSE
Commissioner

March 30, 2002

Re: Project # STP-4217(10)X

Allan Haggan
Assistant Program Manager
Maine Department of Transportation
Augusta, Maine 04333

Dear Allan:

On March 1, 2002 a Preconstruction Conference for the Limerick project was held at the Scarborough Division Office. The following attended:

Jim Ferguson, MDOT
Robert Libby, Limerick Water & Sewer
Rick Paraschak, MDOT
John Cleveland, Consultant
Joyce Noel, MDOT
Tom Shaw, Gorham Sand & Gravel
Holly Anderson, MDOT
Jim Shaw, Gorham Sand & Gravel
Christa Boucher, MDOT
Scott Doucette, Gorham Sand & Gravel
Eric Shepherd, MDOT
Peter Brown, MDOT
Brent Chesley, Wyman & Simpson, Inc.
Tim Sawtelle, Dirigo Eng.
Russ Welch, Wyman & Simpson, Inc.
Joanne Andrews, Selectman
Don Ettinger, HNTB
Martha Hamilton, Selectman
Chris Cucco, HNTB
Kenneth Laughlin, Selectman
Jerry Quirion, MDOT
Scott Doucette, Gorham Sand & Gravel

The following items were discussed:

1. Tom Shaw asked if the DOT would consider raising the proposed grade of the drainage in the area where the existing water and sewer had already been replaced. He expressed concern that there would be many areas of conflict with the water services and the water main if we did not redesign the drainage in the area of the hill.

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Tom also stated that he was concerned that damage might occur to the water main while blasting and removing ledge to install the new storm drainage.
Tom expressed that he felt that the depth of the proposed drainage as shown on the plan was unusually deep, unlike the standards that he had experienced on other projects.
I said that the depths of the drainage as shown were within the perimeters of standard design used by the DOT. I also stated that we would do everything possible to eliminate conflicts with the sewer and water main; but water services in most cases would have to be moved in the event of a conflict with the new drainage. I also explained that the ledge was shown on the plans and that care would have to be exercised in order to prevent damage to the existing utilities; in some cases ledge may have to be removed by means other than blasting.
Tom asked who would be paying for the relocation of the utilities and if damage occurred while blasting, who would pay for that.
I stated that in the event that a conflict could not be avoided and the utility needed to be moved, the utility would be responsible. I also stated that damage, as the result of blasting was the responsibility of the Contractor.
I said that during the design phase care was given to design the system to avoid as many conflicts as possible.

This topic was discussed in great length and it was agreed that the DOT would look at a proposal from Gorham Sand & Gravel to raise the drainage, if after further review within the Department and HNTB, raising the drainage would not reduce its effectiveness or cause a detrimental effect to the base.

2. Russ Welch said that Wyman & Simpson were in the process of reviewing the feasibility of proposing the use of precast deck panels on the bridge.

3. I informed Gorham Sand & Gravel that Ron Taylor of Inland Fisheries and Wildlife had contacted me and requested that I ask if they would be interested in building the boat ramp and other associated work using Limerick project bid prices. I told them I would provide them with a set of plans and to please notify me of their decision.

4. Addendum#1: Discussed all items affected by the addendum. The issue of the Sediment Tank Unit Testing Procedure was the item that was of most concern to Gorham Sand & Gravel. Joyce Noel noted that she would like to see the testing requirements changed and remove the Contract Payment Retention clause.

5. Submittals: The Emergency Contact List, Schedule of Work, Soil Erosion & Water Pollution Control Plan were discussed. The Contractor was provided with a blank copy of the Emergency Contact List to fill out their numbers. I stated that the S.E.& W.P. Plan would need to be accepted and implemented prior to any soil disturbance on the project. The QC Plans for both Concrete and Pavement were said to be in the makings. I noted that the Concrete QC plan would have to be accepted prior to any concrete being used and that the Paving QC Plan needed to be approved before

holding the Prepaving Conference. I asked that the Contactor review the requirements for all necessary item submittals and to note their time allowances.

6. Performance Ratings: Discussed the Departments usage of the Contractors performance reviews. I noted that I needed to get them a copy.

7. Progress Meetings: Discussed that meetings would be held on a bi-weekly basis as needed to discuss any concerns the Contractor or other involved parties may have in regard to the progress of the project.

The following items in the Special Provisions were reviewed.

1. Instream Work: Instream work is allowed from 7/15 to 9/30.

2. Temporary Pavement: Discussed Special Provision requirement that Contractor replace pavement after installing drainage in areas that carry traffic with a minimum of 3 inches of acceptable hot or cold bituminous mixture.
   - Tom Shaw asked if they could use reclaim instead of hot or cold bituminous mixture. I stated that my experience in the past with reclaim was that it did not hold up as good as what was required by the contract and that it would not be accepted as a substitute. I did note that the contract required the drainage trenches be patched on a daily basis, but I would allow them to wait till Friday of each week if they so desired.

3. 106.3.4 Storage: Discussed that the Contractor should not use private property for storage without the written permission of the Owner and that they were required to furnish copies if requested by the Department.

4. Section 107: Noted that all drainage, paved drives, sidewalks and bridgework are to be complete at the time of winter suspension and that the specified contract completion date is June 6, 2003.

5. Section 203: Discussed the utilization requirements of salvaged pavement.

6. Section 304: Discussed the surcharge requirements of the contract.

7. Section 525 (Dry Laid Retaining Wall): Reviewed entire section, with specific notation of the construction requirements that state the wall shall be built by a skilled craftsperson, that the stones shall be cleaned and that care shall be taken to expose weathered faces.

8. Section 615: Discussed loam requirements, that the Department may require the Contractor to test the loam. Also the placing requirements were discussed.

9. Section 637: Dust control of the project was discussed. I stated that the abutters along the project put up with a lot during the construction and that I felt we needed to do a good job controlling dust so that it did not get out of control. I noted that as required

by this contract failure to maintain dust control for the duration of the project could result in a project shutdown until dust is under control again.

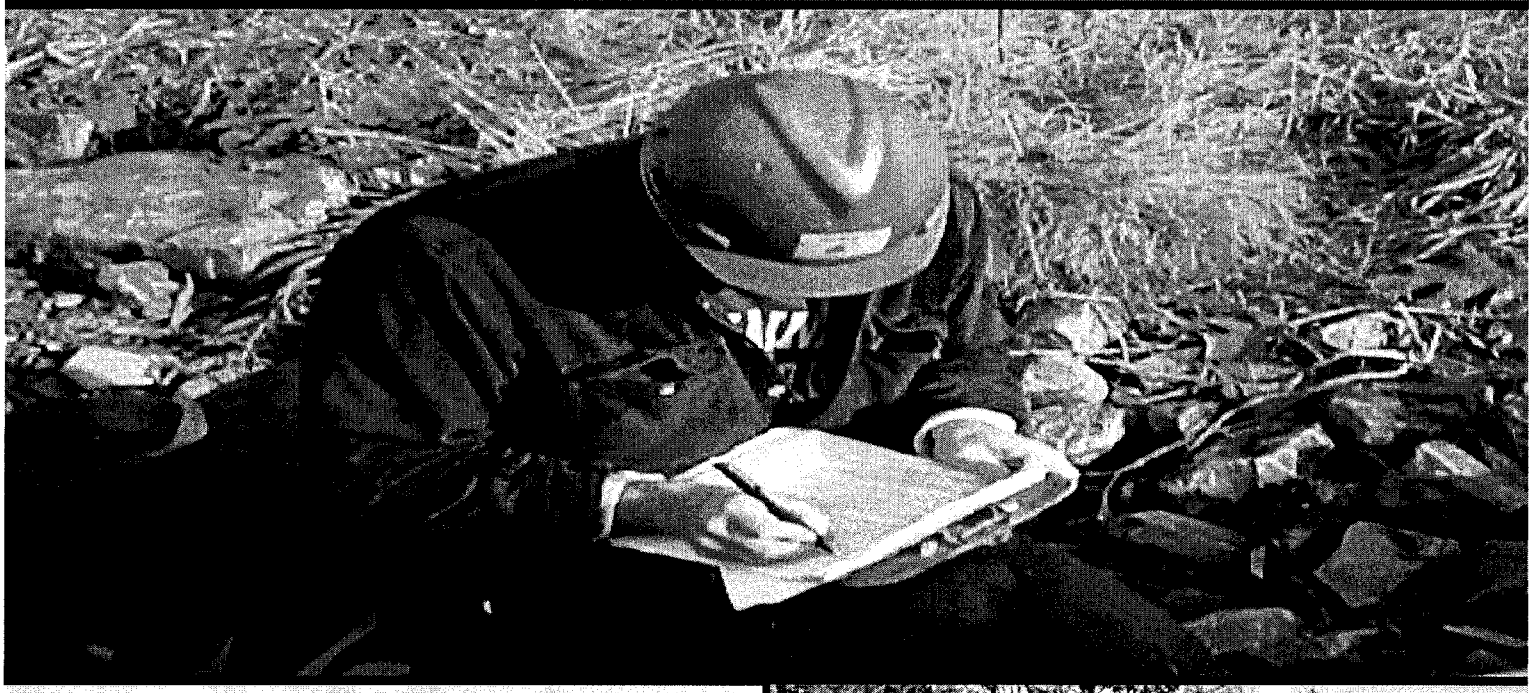
10. Section 652: Discussed that the contract requires that a minimum roadway width of 22 feet for two-way traffic and a minimum of 11 feet for one-way traffic be maintained. Also noted was that no material or equipment is to be stored within 10 feet of the established travel lanes.

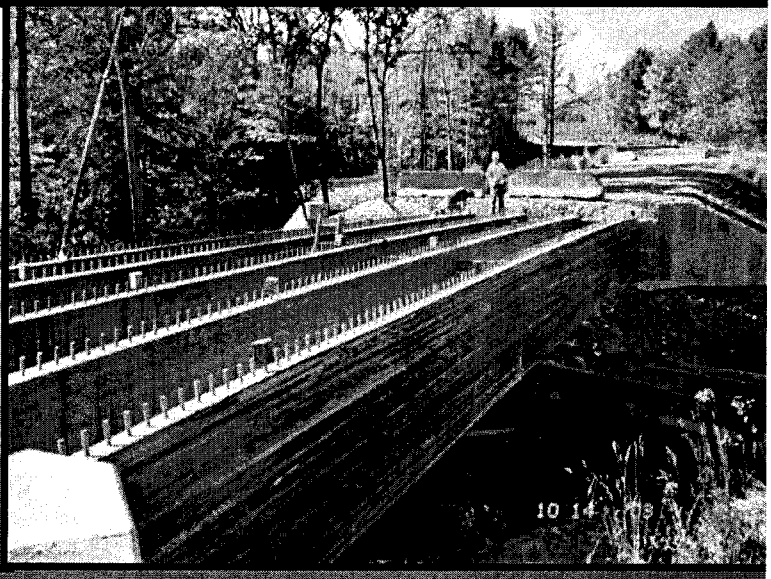
Sincerely,

Jim Ferguson
MDOT Project Resident

CC: Contractor
J. Noel
H. Anderson
File

PROJECT RECORD KEEPING MANUAL





Maine Department of Transportation

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SECTION 108 - MEASUREMENT AND PAYMENT

108.1 General.

This Section describes, in general, Departmental policies and acceptable methods for measuring and computing contract quantities for progress and final payments. Divisions 200 through 600 and 900 of this Manual explain in more detail, the requirements and procedures to follow.

There are two systems in use and acceptable to the Department for documenting and measuring quantities for payment: the traditional "paper" method, the computer software program Field Manager - Field Book and Field Pad method. Residents are encouraged to use the software program when feasible.

If the Resident chooses to use the paper method, they will have the following project records; a Final Quantity Book, a Final Quantity Computations Book, a Project Diary, Testing file and a Construction Book. Other fieldbooks may be required, such as a Drainage Book, depending on the complexity of the project. If Field Manager is used, the project records will consist of an Item History to Date instead of the Final Quantity Book, a Daily Diary, and Inspectors' Daily Reports. The Inspector's Daily Report is needed to generate progress estimate quantities. A Construction Book is almost always necessary; it is policy of the Department and good record practice that original field measurements must be entered in a bound fieldbook or PDA. The Final Quantity Computations Book may or may not required, depending on the extent of computations needed to figure quantities.

Division 900 of this Manual explains further, and in more detail, project records required. It is suggested that you study Division 900 before proceeding beyond Sections 108 and 109.

For anyone needing training in the use of Field Manager, the Contracts Section will provide instruction in the application of this software program. You should contact the Contracts Section either directly or through your Supervisor for help.

108.2 Quantities for Progress Payments

After the formalities of contract award have been completed, the Contracts Section will initiate the first payment, which is Mobilization. The Resident will receive either a paper copy of the first estimate paid or an electronic transfer, depending on whether or not Field Manager is being used. The Resident should advise the Contracts Section, preferably before the contract is awarded, whether their will use paper or Field Manager to make progress payments. The Department encourages the use of Field Manager.

It is important to our highway and bridge contractors that they receive prompt and full payment of all monies due them for work satisfactorily performed. Unnecessary delay in paying the Contractor increases his or her cost of doing business, and these costs are ultimately passed on to the Department in the form of higher bid prices on future contracts. The Contractor is to be paid, on each progress estimate, the full estimated value of the work satisfactorily completed. The Resident should not hold payment of money due the Contractor other than what is sufficient to cover work still remaining to be done under a particular item. Quantities should be current to the end of the pay period, particularly for hot mix asphalt items because of the time-dependent nature of the asphalt escalator price adjustment Specifications. If a significant overpayment or underpayment is detected following the submission of a progress estimate, an additional estimate correcting the error should be submitted to the Contracts Section immediately. Section 108.2 of the Specifications further explains procedures for making progress payments

Contract Specifications require the Department to pay the Contractor a minimum of once a month, but it is policy to make a progress payment every two weeks. The Resident will determine the quantities or the Contractor may submit, as allowed in Section 108.2, a requisition for payment. The Resident will review the figures submitted by the Contractor and so note in the project records. The estimate will then be forwarded to the Contracts Section, either electronically or on a paper copy, for payment. The Contracts Section will process the progress estimate for payment minus a retent. This retained amount is based upon Section 108.3 of the Specifications.

Quantities for progress payment will be estimated with the help of the following guidelines:

Quantities paid by the unit: Progress estimates can be based on a percent of the estimated quantity or on actual field measurements of the work done to date. The Resident is cautioned not to pay too high a percent of the estimated quantity without first checking the Engineer's Estimate for accuracy.

Quantities paid lump sum: The Resident may pay a percent of the bid price, as work progresses; amount paid is dependent on amount of work done. Contract Specifications will state, for some items paid lump sum, what portion to pay as work progresses.

Quantities paid load count: Whether by weight or by volume, quantity to date can be readily determined from daily totals entered in the Final Quantity Book/Item History to Date.

Quantities paid by the hour or force account: Hourly work items and force account work are determined from Daily Reports of Labor and Equipment Rental.

Regardless of the methods used to arrive at quantities for progress payments, the Resident will keep on file the notes and measurements used to document payments.. These records may be needed to explain to Auditors and to the Contractor how Quantities were determined.

108.21 Using the Progress Estimate Form – Paper Copy

Estimates must be made out on the computerized print-out generated by the Contracts Section. The first form the Resident will receive will be labeled "Payment Voucher Summary" number 0001, and it will show partial payment for Item 659.10 - Mobilization. The Resident will also receive, at the same time, "Progress Estimate" number 0002. Present policy is to fax the completed estimate form to the Contracts Section for processing The resulting "Payment Voucher Summary" and the next "Progress Estimate" will be sent to the Resident as e-mail attachments.

Tracking of funding allocations requires separate cost figures for highway and bridge expenditures, for what is federally participating and federally non-participating, and for town and utility reimbursements. Each category of funds is designated by a number as, for example: 0001 for highway, 0002 for bridge. Categories are assigned by the Project Manager. Work done under the original contract items or added to the project, whether unit price, lump sum or force account, must be coded to the correct category, i.e., highway, bridge, non-participating, etc.

Progress Estimate. Final Quantity Estimate or Final Estimate. During the progress of work, the Resident will place a checkmark on the "Progress Estimate" line. When the project is closed out with the Contracts Section, the "Final Quantity Estimate" line will be checked and the words "Final Quantity Estimate" will be written on the "Comment" line in the upper right-hand corner of the estimate. The Final Estimate will be made out by the Contracts Section when the retent is released and paid off.

Pay Period Ending – Year, Month, Day. The date, entered by the Resident, should be the end date for the period the work has been done. This end date will be as current with the work as is practicable; it will be the middle and/or the last day of the month and not the first day of the next month for the purposes of figuring asphalt escalator price adjustments.

New Items. This section is used to make modifications to the contract, such as: items from one Pin to another Pin under the same contract, new items added by contract modification paid by agreed unit price, lump sum or force account, categories added, or work made non-participating.

Modifications are made as follows:

Catg #: Enter the appropriate four digit category number.

Item # (Or None): The item number can be obtained from the Bid Item Dictionary located at http://www.maine.gov/mdot/contractor-consultant-information/item_dictionary_english.htm . If the item does not appear in the Dictionary, print the word "None" in its place, and write a very brief description of the item or work order in the "Description" column.

Authorized Quantity: Enter the estimated quantity shown on the Work Order. If there is no work order, enter the actual quantity.

Quantity to Date: Enter the quantity you want to pay at this time. Figures can be carried to two decimal places.

Unit Price: Enter the unit price shown on the Work Order, or defined in the contract or in the Specifications.

RWO/EWO: Enter the Work Order or a Resident's Work Order number. To move an existing bid item from one Pin to another Pin on the same contract, use the same item number and use RWO/EWO zero. Items that are to be added to the Schedule of items through existing mechanisms in the contract without a RWO/EXO, such as; rock excavation, structural excavation-major structures-below grade and HMA pay adjustment, can be added by writing SS, standard Specifications, in lieu of a RWO/EXO number.

Description: Enter a description only if "None" was entered as the Item #.

Changes to lump sum items will be done as separate line item entries under the New Items section described above. The lump sum item originally in the contract will show a zero quantity for payment and will be re-entered under New Items with the new price.

The "New Item" procedure, or more pertinently, contract modification, will be processed by the computer and print it in the body of the next estimate at the end of the appropriate code section or in a newly coded section.

Specifications provide a mechanism for paying for certain items added to the contract without the need of a price quote from the Contractor. The following is a list of items commonly used and how to pay for them

To Pay For	Use Item	Unit Price
Rock Excavation	203.20 ComExc	6 X Bid
Struct. Rock Excavation – Drainage	203.20 Com Exc	16 X Bid
Excavation for Slope Blanket	203.20 Com Exc	2 X Bid
Struct Rock Excavation - Major Str	206.082 Str Ea Exc - Major Sit	6 X Bid
Str Ea Exc - Major Str, Below Grade	206.082 Str Ea Exc - Major Str	1 ½ X Bid
Str Rock Exc - Mjr Str, Below Grade	206.092 Str RockExc - Mjr Str	1 ½ X Bid
Aggr Sub Crse - For Foundations	304.10 Aggr Subbase Crse – Grav	2 X Bid
Aggr Sub Crse - Slope Blanket	304.10 Aggr Subbase Crse – Grav	2 X Bid

Stockpiled Materials. This section is used by the Resident to pay for stockpiled materials. Section 108.4 of the Specifications allows for the payment of non-perishable materials stored for future use on the project.

Departmental policy is as follows:

1. Partial payments may be made for certain materials delivered to the project but not yet incorporated into the work.
2. Payment will be shown on the progress estimate as a separate line item entry.
3. Materials will not be paid until the Contractor furnishes the Resident with copies of receipted bills.
4. As the stockpiled material is incorporated into the project and paid under the bid item, the stockpiled quantity should be reduced proportionally.
5. When work involving the stockpiled item is complete, that portion remaining in the stockpile, if any, shall be reduced to a "0" quantity on the progress estimate.

Payment for a stockpiled item is entered on the progress estimate as follows:

Category No.: Enter the appropriate four digit category number. Refer to New Items above, if necessary.
Item No: Enter the same item number as shown for the pay item in the contract.
Quantity To Date: Enter the quantity, typically 1, or a portion of 1. Figures can be carried to two decimal places.

Unit Price: The unit price for payment under the stockpiled item is determined from receipted bills. The unit price shall equal the dollar amount shown on receipted bills divided by the quantity.

RWO/EWO: MA, material allowance, shall be used designate this item as allowable stockpile payment After the first estimate is processed with the above information, the stockpiled item will appear in the body of the next estimate directly following the item as originally bid.

Retent Modification. This line is used by the Contracts Section to control the retent status of the Project.

Body of the Estimate. The Resident fills in only the "Quantity to Date" column of this section for each item that has changed since the previous estimate. The total quantity to date may be an increase or a decrease from the previous estimate. Entries will be made in red ink.

Quantities will be entered as follows: whole numbers to the left of the decimal point and tenths and hundredths, if required, to the right of the decimal point. Quantities or percentages can be entered to three decimal places. Numbers are free read; for example, 2 is the same as 2.0 or 2.00.

For quantities with a unit of Lump Sum, show the quantity for progress payment from 0.01 to 1.00. Be careful to place the number on the correct side of the decimal point, i.e., whole numbers to the left and tenths/hundreths to the right.

For items with a unit of Each, show the quantity as a decimal, for example, for a Field Office, 0.33 or 0.67 or 1.00.

If you are adding a Lump Sum item by work order, enter the quantity for payment as 1 L.S. and not 100% L.S. If payment shows as 100% LS, the mistake of paying 100 times the L.S. price can result.

108.22 Using the Progress Estimate Form - Field Manager.

Progress estimates may also be submitted to the Contracts Section electronically, using the Field Manager construction management software program.

To use Field Manager, the Resident must import the database file of his or her project to the Field Manager program. This file will be obtained from the Contracts Section, either by network transfer or by floppy disk. If a Resident is using Field Manager solely for the generation of progress estimates, it will be necessary to generate an IDR (Inspector's Daily Report) posting the quantities for each item that needs to be paid, prior to each progress estimate submittal.

Once the IDRs' have been generated and saved, the next estimate can be added. After adding and before generating the next estimate, it should be checked for accuracy. When the Resident is confident in its accuracy, their then generates it.

When an estimate is generated, a file is automatically created in the "outbox" folder of the "fieldmgr" folder, which is accessed by using "Windows Explorer" or "My Computer". This file should then be transferred to the appropriate project folder located on the Network Neighborhood at Dotaugl/$com-Cons/Field ManagerProjects for processing by the Contracts Section. If network connections are not possible, the file can be transferred by using a floppy disk.

When the Contracts Section receives the file, it is then processed in the Transport System and a "turnaround" file is created. This file is then picked up by the Resident, as described above, and imported back to the Field Manager program before the next estimate can be generated.

108.3 Quantities for Payment

Method of measurement and payment for items in the contract and for extra work are grouped as follows:

1. Plan Quantities.
2. Lump Sum Quantities.
3. Measured Quantities.

Specifications, under Sections "Method of Measurement" and "Basis of Payment" state how items in the contract are to be paid.

Plan Quantities. Quantity for final payment will be the figure shown in the Schedule of Items as defined in the contract Specifications or as mutually agreed to by the Resident and the Contractor.

If the Specifications state, that for some items, final payment will be based on the quantity shown in the

Schedule of Items, more commonly referred to as the "plan quantity", that figure will be paid whether the amount is estimated correctly or not. It may be altered only if a design change is made in the field. Example items are: granular borrow backfill and structural excavation for bridge abutments, granular borrow backfill for multi-plate pipes, and shoulder rehabilitation.

Final payment can also be based on plan quantity by agreement between the Resident and the Contractor. Examples are: common excavation and gravel. For such an agreement to take place, two conditions have to be met: (1) the estimated quantity must be reasonably accurate and (2) work done under the item must be to the same limits as shown in the Engineer's Estimate. Reasonably accurate is defined as the Estimate being within five percent of the true figure. The Resident must check the Estimate before proposing the agreement. Errors and changes to limits of work will be taken into consideration and corrections made.

Payment based on "plan quantity" will be documented by notes of inspection and acceptance entered in the project records.

Lump Sum Quantities. Some items in the contract will be designated lump sum for payment as defined in the Specifications. Examples are: field office, structural concrete, and maintenance of traffic. "Lump sum" quantities are documented by notes of inspection and acceptance recorded in the project records.

Measured Quantities. Payment for some items in the contract will be determined from measurements and computations of the actual work done. Sources for measured quantities can be: surface area measurements, three-dimensional volume measurements, average end area measurements, delivery slip measurements, weight measurements, hourly measurements, and force account measurements.

Surface Area Measurements. By Specifications, some items in the contract will be measured and paid based on surface areas. Examples are: clearing, butt joints, shoulder rehab, cold recycled-in-place pavement, and rehabilitation of structural concrete deck slab. Measurements and any sketches will be entered in a bound fieldbook; these can be taken in the field or scaled off the plans or a combination of both. Computations will be done in the same fieldbook or in the Final Quantity Computations Book.

Volume Measurements. Items measured by volume will be specified in the Contract. Examples are: common excavation, borrow, gravel, and concrete. Volumes can be figured using three dimensional field measurements, such as for roadway undercuts, or trench boulders. For large quantities, the average end area method will be used to figure earth excavation, rock excavation, and borrow. Any basic route survey textbook will explain in detail the average end area method. "Typical factors" will be used for figuring aggregate subbase course - gravel. Computer programs are available from the Survey Section to compute borrow and excavation.

If the Resident chooses to figure their own quantities rather than having the Survey Technicians do this, they must consider correcting between stations on curves as on ramps, for example. Also, it must be remembered that the average end area method is not usually accurate between any two stations, particularly if the areas cross sectioned differ considerably. This method is only accurate when at least three cross-sectional. areas are used to compute a quantity.

Load Count Measurements, by Volume: Items paid load count will be identified by Special Provision in the Contract. In addition, Specifications allow load count Measurement up to specified maximum limits. Load count is used when it is not practical to measure the quantities by cross-section or by three dimensions.

When materials are measured by load count, the following rules apply

a) A delivery slip must accompany each load.
b) The slip must be of a printed format and it must be serially pre-numbered.
c) It will contain the project number, item description, and truck number.
d) It must be issued by the truck driver or Foreman present at the site and signed by him or her.
e) The Inspector or Ticket Taker must witness every load dumped and as evidence, will sign the slip. Partial loads will be noted as: "3/4 full", for example.

Volume need not be shown on the slip but the Inspector will measure every truck body and enter measurements in a bound fieldbook, signed and dated. The Correct shrinkage factors will be applied when the quantities are figured for payment. Borrow and excavation measured load Count are reduced 10 percent; gravel is reduced 20 percent; concrete, riprap, and loam are measured on a "yard for yard" basis, i.e., no shrinkage or swellage is applied. Refer to the Specifications under the appropriate items for swellage and shrinkage factors.

Load Count Measurements, by Weight: Specifications require that hot mix asphalt items be measured by weight. A delivery slip will accompany each truckload of *mix* delivered to the job. Slips wiill contain the following information:

a) Slips will be serially pre-numbered.
b) Weight of each batch and total weight of the load will show on the slip if the plant weigh system is computerized. If not, only the total weight of the load needs to be shown, and the slip must be signed by a certified weigh master.
c) The Paving Contractor's name must appear at the heading, in print.
d) Every slip will be signed by the Ticket Taker.
e) A Cover slip showing the day's total will be made out and signed by the Contractor's Representative and the Resident.

All weigh slips for hot mix asphalt must be kept in the Resident's office for the duration of the project. When the Resident submits their records to the Contracts Section for final review and close-out, delivery slips may be discarded but the Cover slips will remain with the project records.

The Testing Technician will do some check weighing to verify the accuracy of the scales. Check weighing procedures are explained in Division 100, Section 108, of the Specifications.

Hourly Work Items. Extra work, unforeseen, is sometimes measured and paid by the hour. This work can be paid by using the hourly bid items in the contract, by force account or by a combination of both. Section 109.07, of the Specifications and Section 109 of this Manual explain in detail, rules covering extra work. The Daily Report of Labor and Equipment Rental will be used to document the hours of labor and equipment, and materials used. Authorization for the work by the Resident or by Contract Modification and description will be noted in the Remarks portion of the Report which will be signed by both the Inspector or the Resident and the Contractor's Foreman or Superintendent.

This Section, Quantities for Final Payment, is intended to describe only in general, methods used to measure and pay final quantities. The Resident will refer to Divisions 200 through 600 and 900 for more detailed discussion of the requirements for field documentation, measurement, and payment.

SECTION 109 - WORK ORDERS AND CONTRACT MODIFICATIONS

109.1 General.

Specifications require the Contractor, as directed by the Resident, to perform extra or unforeseen work added to the contract a supplemental agreement, in the form of a work order or contract modification, will be written to authorize and to document the added work.

109.2 Conditions Requiring Work Orders and Contract Modifications.

Work Orders will be initiated and written by the Department, normally by the Resident, and will be signed by the Resident. All Contract Modifications, except those initiated by standard Specifications ie; rock excavation & Quality Assurance Pay Adjustments, will require the signature of the Contractor and may also require the signature of administrative personnel within the Department, as explained further in the next Section. A work order/contract modification will be written when the following conditions are present on the project:

1. Changes in Specifications.
2. Substitution of materials.
3. Changes in Testing Requirements.
4, Changes or extra work within the scope of the contract.
5. Changes in design beyond the scope of the contract.
6. Changes that result in an increase or decrease of 25 percent or more in major items of the contract. A major item is one that exceeds 10 percent of the original contract amount, as awarded. These changes may result in an increase or decrease in unit bid prices. Section 109.1.2 defines a major change.
7. Changes in deadline dates, completion dates, or time extensions not covered elsewhere.
8. Additional driveways, copy to Right of Way team member.
9. Municipal Government, County Government, or other State Agency request for additional work or change in proposed work. If the Agency involved requests additional work, it will be required to pay the non-federal share. The Work Order will clearly state what portion will be paid by the Agency and will be signed by a responsible person from that Agency.

109.3 Contents of the Work Order and Contract Modification.

The following information will be included in the content of the Work Order:

1. Description and location of work.
2. Reason for the change or for the added work.
3. Method of payment, ie existing bid items, contractor quoted work, force account, and benefits to the project.
4. Procedures to be followed by the Contractor. Time constraints, Special Provisions, and Supplemental Specifications are to be made part of the Work Order, as applicable.
5. Price quotations, if required on Contractor Letterhead.
6. Time extensions and reasons for the extra time, if needed. A time extension is not granted unless the work directly affects the Contractor's progress, known as the "critical path".
7 Right-of-way acquisitions or easements if needed.

8. Cost estimates. The Resident will include with the Work Order, his or her estimate of the cost of doing the work, whether it is done by unit price, lump sum, or force account. The Resident should arrive at the cost estimate independently of the Contractor's figures as much as possible. It should be more than just a review of the Contractor's numbers. An excellent source of historical data is the MDOT Bid History by items, which is located at http://dot0dta1asora14.mdot.w2k.state.me.us:7778/freeprod/pBidHistEnglish.display.

9. Approvals and signatures. The Contractor's signature shall be on all Work Order; it signifies thier concurrence with performing and payment of the work.. A work order is a supplemental agreement and is not legally part of the original contract unless it contains the signatures of both parties. Work orders not considered to be Residents' Work Orders will be submitted to the Resident's Supervisor for his or her approval and signature. Section 109.4-Resident's Work Orders and 109.5 Work Orders Requiring Supervisor Approval explain further, and in more detail under what conditions work orders are needed.

10. Federal participation. All work orders on federally funded projects must be designated "participating" or "non-participating", i.e., whether or not Federal funds will be expended in the costs involved. In general, the FHW A will participate in the cost of all work orders except when an outside agency such as a Town, County, or a private developer requests the work, or the work is beyond the scope of the contract and is of no direct benefit to the project. Conditions under which FHW A approval is needed are outlined in Section 109.6 of this Manual and what approvals are required,

109.4 Resident's Work Orders.

The Department has authorized the Resident to execute certain work orders at the project level without the approval of their Supervisor, but subject to the following limitations:

1. Each work order is limited to $10,000.00, not to exceed a cumulative cost of 3 percent of the awarded contract amount.
2. The Resident's authority is limited to construction of the project as intended and designed and does not extend beyond the original scope of the contract.

In addition to the above limitations, the requirements of Section 109.3-Contents of the Work Order will apply, as applicable.

109.5 Work Orders Requiring Supervisor Approval.

The following types of changes are considered to be beyond the limits of the Resident's authority to approve and therefore must be submitted to the Supervisor for concurrence and signature:

1. Changes in geometric design of the project or structural design of bridges, including foundations, and culverts greater than 1.8 m. in diameter.

2. Revision of typical plan cross-sections.

3. The addition, deletion, or relocation of any bridge or other structure which affects the function or intent of the approved design.

4. Changes in Right-of Way

5. The addition of work outside project limits. An exception is work necessary for erosion control, in which case the property owner's permission is needed and put in writing.

6. Changes that alter contract Specifications or other requirements of the contract.

7. Changes that will affect the safety and operation of traffic other than what is allowed under the terms of the contract.

8. Changes that result in an increase or decrease of 25 percent or more in major items of the contract. A major item is one that exceeds 10 percent of the awarded contract amount. These

changes may result in increases or decreases in bid prices. Section 109.1.2, Division 100 of the Specifications - Green Cover, defines a major change.

9. Changes that exceed $10,000.00 in cost and result in negotiated prices or payment by force account.

10. Changes which may require modification to previously approved environmental permits.

11. Quality Control/Quality Assurance provisions added to the contract.

12. Significant changes in completion dates or other time constraints, if not addressed as part of other work orders.

All of the above situations, the Resident can obtain verbal approval from his or her Supervisor before the Contractor does the work, and will follow up by a signed work order. The Supervisor's approval will be noted on the Work Order.

109.6 Work Orders Requiring Federal Approval.

Every construction season, the Federal Highway Administration will designate certain federally funded projects as "Direct Involvement" projects. On these jobs the FHW A will be involved in the design and construction more so than on other projects, and will do on-site visits on a regular basis. The Resident should ask thier Supervisor or the Designer if his or her job is a Direct Involvement project.

Types of work orders described in Section 109.5 - Work Orders Requiring Supervisor Approval will also need concurrence from the FHW A on Direct Involvement projects. The Resident can obtain Federal approval verbally and so note on the Work Order; this can be done by phone or when the FHWA Engineer visits the project, preferably prior to the work being done. Details of the conversation such as name of the FHW A Engineer and date the conversation took place should be recorded on the Work Order. A copy of the Work Order should be mailed to the FHW A for documentation. Copies of all Resident's Work Orders should also be sent to the FHW A prior to project completion.

109.7 Method of Payment for the Work.

The Specifications, Section 109.7 - Equitable Adjustments to Compensation, specifies that payment for extra work will be made by any one or a combination of the following methods:

1. Agreed Unit Prices.
2. Lump Sum.
3. Force Account.

Agreed Unit Price includes miscellaneous extras such as, but not limited to: labor, materials, equipment, supervision, overtime, travel time, benefits, small tools, transportation, profit, overhead, and other incidental items of work.

Lump Sum is all inclusive and includes extraneous items such as: profit, overhead, regular and overtime labor, supervision, benefits, materials, equipment, and miscellaneous small tools.

If agreement cannot be reached between the Contractor and the Resident on methods 1 or 2, the Contractor must accept payment on a force account basis. Reference is made to Specifications, Sections 109.3 - Extra Work and 109.7.2 - Basis of Payment.

Force Account should be used only when either of the following conditions are present:

1. The extent of the work is difficult to predict, and therefore the cost cannot be estimated with any degree of

accuracy.

2. The Resident and the Contractor cannot come to an agreement on unit prices *or* lump sum prices. Sections 109.7.3, 109.7.4, and 109.7.5 of Division 100 - Specifications, explain in detail how to calculate payment made by force account.

The following is a brief summary of the contents of the Sections noted above:

Materials: actual cost supported by receipted bills plus 15 percent mark-up

Labor: payroll cost for regular and overtime plus 90 percent for laborers and foremen directly involved in the work.

Equipment: "Blue Book" rates, available from the Contracts and Specifications Section.

Mark-Ups: The Prime Contractor is allowed a 5 percent mark-up on a subcontractor's bill for profit and handling of paperwork. When force account work is involved, a 90 percent mark-up is allowed on payroll labor rates and a 15 percent mark-up is allowed on materials. No further mark-ups are permitted.

Regardless which method is used to pay for extra work, whether agreed unit prices, lump sum, or force account, estimating the cost before the work is done is necessary. The Resident should have an idea of what the work will cost before the Contractor submits their price. The figures will be submitted to the Supervisor with the Work Order; other documentation such as receipted bills and price quotes, will remain in the Resident's project files. Back-up documentation and cost estimates for Resident's Work Orders will be kept in the project files on site also.

Division 200 – Earthwork

201.5 Clearing, Tree and Stump Removal- Field Documentation. Measurement. and Payment.

This Section describes the recordkeeping necessary to document and measure clearing and the removal of single trees and stumps.

Field Documentation.

Project Diary, Inspector's Diary/Inspector's Daily Report: The Resident or Inspector will keep notes describing the subcontractor's clearing and selective clearing operations; equipment, personnel, and station to station limits of work will be noted. Workers and equipment need not be recorded every day unless there are frequent changes.

The Contractor, or more commonly the clearing subcontractor, will take the clearing limits from the plans and flag them in the field. If the Resident makes substantial changes or if the limits are not shown on the plans, a clearing list will be made up by the Resident and a copy given to the Contractor. For sample Inspector Diary entry, ref pg 90

Measurement and Payment.

Final quantity for payment can be plan quantity providing the estimated quantity is accurate and work is done as estimated. The Resident will adjust the plan quantity, upward or downward, according to changes made in the field.

Should the Resident find it necessary to establish new limits for the entire job, final pay quantity will be figured from these revised limits flagged in the field. A list of new limits will be made part of the project records.

Whether the Resident makes final payment based on plan quantity or based on a list of revised clearing limits, he/she must substantiate final payment by notes stating that clearing has been completed and accepted to limits flagged. These notes will be made in the Final Quantity Book or in the Construction Book.

Single trees and stumps required to be removed outside clearing areas will be field counted and entered directly in the Final Quantity Book for payment. All measurements will be signed and dated.

Final quantity for payment will be entered in the Final Quantity Book and labeled as such; reference to measurements, clearing limits flagged, and statements of inspection will be made as necessary. **All calculations and data entries must be signed, dated, and checked; the checker must sign and date their work.**

202.5 Removal of Structures, Obstructions, Pavement - Field Documentation, Measurement and Payment.

This Section describes the recordkeeping necessary to document and measure the removal of structures, pavement, and other existing structures designated to be removed under pay items in Section 202.

Field Documentation.

Project Diary, Inspector's Diary/Inspector's Daily Report: The Resident or Inspector will keep notes describing, for example, demolition of buildings, removal of bridge superstructures and substructures, removal of pavement and other obstructions for which there is a pay item in the contract. Station to station limits of work done by the Contractor, if appropriate, and disposal will be noted. Disposal usually consists of hauling materials to a waste dump, turning over to a State or Town Official, or stockpiling for future use.

The Contractor may need a permit to dispose of certain building materials off the project. The Resident should review the special Provisions of the Contract and contact the Environmental Services Section in Augusta for advice regarding permits.

Special Provisions of the Contract may require that certain components of the existing bridge become property of the State or the Town. The Resident should obtain the signature of the individual receiving such materials.

Measurement and Payment.

Final quantity for payment will be entered in the Final Quantity Book arid labeled as such.

For items to be paid lump sum, the Resident will make reference to notes in the Project Diary that document progress of work. A statement of final inspection and acceptance will be made in the Final Quantity Book.

For items to be paid by the unit, such as removal of existing concrete, reference will be made to field measurements. These measurements will be entered in a Construction Book or directly in the Final Quantity Book; all measurements will be signed and dated.

For items to be paid plan quantity, such as removing existing pavement, the estimated quantity must be accurately figured and the actual work limits must be the same as those shown in the Engineer's Estimate. The Resident may have to adjust the Estimate to reflect field changes. As for lump sum items, the Resident will make references to Diary notes verifying that work has been done as estimated. These notes may be made directly in the Final Quantity Book. If the plan quantity is a "throw-in" quantity, i.e., has no basis other than a guess, the work in question will have to be field measured.

Removal of curb, fence, and guardrail will be incidental to the work in general. No separate payment will be made unless there exists specific pay items in the contract for these items.

All calculations and data entries must signed, dated and checked; the checker must sign and date their work.

203.5 Excavation - Field Documentation, Measurement, and Payment.

This section describes the recordkeeping necessary to document and measure excavation. It is recommended that you read Division 900 - Project Records of this Manual to better acquaint yourself with project recordkeeping in general.

Field Documentation.

Project Diary, Inspector's Diary/Inspector's Daily Report. By Specifications, the Contractor is required to place usable excavation within the slopes of the embankment;

no excavation can be hauled off the project without the Resident's approval. It is their responsibility to determine what material can be used on the job, or can be wasted, or stockpiled for future use. This becomes particularly important on a "borrow job" as the amount of wasted excavation directly affects the amount of borrow required. A project is a "borrow job" when material from off the project is required to meet the fill requirements of the contract.

The Resident, or the Inspector if one is assigned to cover excavation items, will keep daily notes of the Contractor's activities relative to earth and rock excavation. It is the Resident's option, whether or not the Inspector is to keep a Diary or Daily Report. The Resident may prefer to have all daily documentation entered directly in the Project Diary. Entries will be made documenting station to station limits of material excavated and locations where placed. It is important to record such information as: material directed to be placed within the core of the embankment or in waste storage areas within embankment limits, or to be stockpiled for future use on the project, or hauled to waste dumps off the job.

Circumstances surrounding the hauling of excavation off the project must be explained, particularly if the project is a borrow job. Material suitable to be placed in the embankment, but wasted without the Resident's permission will be deducted from borrow. Likewise, material only suitable to be placed in waste storage areas outside the core of the embankment, but wasted without permission will also be deducted from borrow. Excess excavation, not required for embankment construction, will be hauled off the project and disposed in waste dumps or other locations approved by the Resident. Excavation that the Contractor stockpiles away from the job for future use on the project will or will not be measured for a second payment, depending on whether or not the Resident has allowed stockpiling. Section 203 of the Specifications, Basis of Payment, allows payment for the rehandling of excavation when it is not possible for the Contractor to do otherwise.

Added undercuts, changes in ditches either in grade or offset, changes in backslopes such as flattening, changes in excavation limits to the approaches, and changes in drives must also be noted and measured for payment.

Grade Check Book. It is a requirement of the Department that the Resident or Inspector spot check the Contractor's grading operations to assure that fine-grading is done within construction tolerances stated in the Specifications. It is recommended although not a requirement, that a "Grade Check Book" be made part of the project records. This book will serve as a convenient and ready reference for checking sub grade, sidewalks, ditches, and backslopes on mainline and side roads, and also for keeping tract of what areas the Contractor has fine-graded and what areas have been spot checked. This book should be set up prior to the start of excavation and borrow operations so that the Resident, when in the process of figuring offsets and grades, will discover possible errors in the plans and will also become familiar with the geometrics of the job before work begins.

Whether or not the Resident uses a Grade Check Book, some written documentation must be entered in the project records that the Contractor's fine-grading operations have been checked and approved. These entries may be made in the Project Diary, Inspector's Diary, Daily Report, directly in the Final Quantity Book, or in the Grade Check Book if there is one.

For sample project diary documentation ref page 64, Final Quantity Entries ref page 65 & 66 and Construction Book entries ref page 80,82,85,88 & 92.

Measurement and Payment

Final quantity for payment can be the figure shown in the Schedule of Items in the contract, more frequently called the "plan quantity". The Resident may pay plan quantity as final payment but the following two conditions must be met: the quantity estimated, i.e., the Engineer's Estimate, must be reviewed for accuracy and considered reasonably accurate, and the limits of excavation in the field must approximate those estimated.

Frequently the plan quantity must be adjusted, upward or downward, because of changes made in the field and also because of increases or decreases in quantity of rock excavation estimated. The Engineer's Estimate must be reviewed to assure that rock is not included in the quantity of earth figured. Changes will be measured and recorded directly in the Final Quantity Book or in the Construction Book. Types of changes are described under Field Documentation,_above. The Final Quantity Book and the Construction Book are described in Division 900, Section 901.3 of this Manual.

Field changes and added work will be measured by load count, by length, width, and depth, or by original and final cross-sections. Load count will be reduced by 10 percent to arrive at a quantity equivalent to what would be measured in its original position. Computations may be done in the Final Quantity Book, in the Construction Book, or on computation sheets that are part of the Final Quantity Computations Book. If the Resident uses the computer program "Field Manager", the Item History to Date will be generated in lieu of a Final Quantity Book.

Wasting of excavation without the Resident's permission will be measured and deducted from borrow. Measurement will be by load count or by length, width, and depth. Load count excavation will be reduced to 90 percent for deduction purposes; excavation measured in-place off the project will be deducted at 100 percent of quantity so measured.

Muck and grubbing excavated beyond limits shown on the plans will not be measured for payment unless the Resident has authorized a change in the limits. Lateral excavation limits for muck excavation are determined by the intersection of the bottom of the excavation and a l: 1 slope line drawn down from the finish shoulder break. Borrow placed in over excavated areas will not be deducted unless the excavation beyond lateral limits is deliberate or due to negligence by the Contractor.

All pay quantities will be entered in the Final Quantity Book and referenced to the source document; the final pay quantity will be so labeled. A chain of referencing from the

Final Quantity Book to the original record is always needed. All calculations and data entries must be signed, dated, and checked; the checker must sign and date their work.

Rock Excavation: Unlike earth excavation, it is usually the case that the actual quantity of rock excavated will not agree with the Engineer's Estimate. Since soundings are normally taken some distance apart, original ledge cross-sections drawn on the plans do not accurately describe top of ledge, particularly where there is earth overburden. Abrupt changes in elevations are not always detected and also, boulders may be mistaken for solid ledge. This lack of detailed information results in errors in the estimated quantity, and therefore the "plan quantity" cannot be used to make final payment. If earth is paid plan quantity, it must be adjusted according to actual quantity or rock paid.

Rock has to be re-sectioned before removal; but, if the Contractor does not want to strip ledge prior to blasting, top of ledge elevations can be determined, by recording from a known elevation, depth the drill rig has to go before hitting solid rock. Section 203.04 General, requires that the Contractor remove overburden before original cross-sections are taken; it is the Resident's prerogative, therefore, whether or not to allow the Contractor to leave the earth in place before blasting.

Quantity of ledge for payment will be figured from "new" originals to the design cross- section if rock is removed to the construction limits described in Section 203.05 of the Specifications. No payment will be made for rock removed beyond the design cross-sections unless the Resident has directed a change in design. Section 203.18 Method of Measurement, Specifications, defines pay limits. Quantities will be computed by the average end area method. A computer program is available from the Augusta Office, Survey, to figure ledge quantities. Print-outs will be made part of the Final Quantity Computations Book.

Boulders, concrete, solidly mortared masonry, all defined in Section 203.01(b), and small quantities of rock

such as ledge nubbles, will be measured by three dimensions. Boulders encountered at sub grade during excavation operations will be measured as rock excavation and the portion estimated to be above sub grade will be deducted from earth excavation. A "pay" boulder is defined in Section 203.1(b) referred to above.

The situation may arise where ledge is not measured in its original position but is measured load count or in its final location as riprap or rock fill. The quantity so measured will be reduced to 75 percent to determine the amount of rock excavation for payment, the reason being that ledge swells after it is excavated. Measurements and sketches if needed for clarification will be entered in a bound field book, which would be the Construction Book or the Final Quantity Book.

If the job is bid "unclassified", the Resident should make note of the elevation of actual top of ledge where backs lopes are designed on a Y4: 1. In deep ledge cuts, pay limits of earth overburden have to be adjusted depending on the elevation of the ledge.

If the Contractor wastes rock without the Resident's permission and the result is an increase in the amount of borrow needed to meet the fill requirements of the contract, the quantity of rock wasted will be deducted from borrow at 100 percent of the quantity so measured. All measurements and load counts will be entered in a bound field book.

All quantities for payment will be entered in the Final Quantity Book and referenced to the source document. There must always be a trail of reference from the Final Quantity Book to the original record. **All calculations and data entries must be signed, dated, and checked; the checker must sign and date their work. The final quantity for payment must be labeled as such and signed, checked, and dated.**

203.6 Borrow - Field Documentation, Measurement, and Payment.

This section describes the recordkeeping necessary to document and measure borrow required to meet the fill requirements of the contract.

Field Documentation.

Project Diary, Inspector's Diary/Inspector's Daily Report: Specifications, Section 203.03, Unauthorized Use of Materials, and Section 203.04 General, require that no excavation suitable for embankment construction be hauled off the project. The Resident or the Inspector is to make note of wasted excavation and the nature of it, since the more excavation the Contractor removes from the project, whether authorized or not, the more borrow is needed to construct the embankments.

The Resident or the Inspector will keep daily notes in the Project Diary or the Inspector's Diary/Daily Report relative to the Contractor's operations. Name of the pit that borrow is being hauled from and station to station limits it is being placed, whether in the core of the embankment or in waste storage areas. These areas, which are beyond the 1: 1 slope from the finish shoulder break, are to be reserved for the placement of grubbings or other excavation not suitable for constructing the core of the embankment. The Contractor should not be allowed to place borrow in these areas if there is waste excavation available.

Ideally, the Contractor should complete all excavation operations prior to hauling borrow to the project. Ifhe/she places borrow on the job before all excavation is complete, the Resident should advise the Contractor that he/she is doing so at the risk of having some borrow deducted from the final pay quantity at a later time. As stated previously, no excavation is to be removed from the project if it can be placed either in the core of the embankment or in waste storage areas. The case may arise, usually because traffic has to be maintained on the existing road, where borrow has to hauled to the job before excavation is complete. The result is that good excavation is wasted; in this situation the Contractor is not penalized. Discussions relating to these matters must be noted in the Diaries.

Borrow diverted for the Contractor's own use must be documented as well; materials used to maintain a haul road or town road, or to grade the equipment yard is all to be deducted from borrow if the material comes from a sectioned pit.

Grade Check Book. As stated previously under Section 203.5 - Excavation, documentation of subgrade checks is a requirement of the Department, whether the operation is in a cut or in a fill. Refer to Section 203.5, Grade Check Book, for further discussion of grade checks.

For sample final quantity book entries ref page 67, for construction book entries ref page 82 and for inspectors diary entries ref page 90 & 91

Measurement and Payment

Borrow: While common excavation can be paid plan quantity, borrow cannot. An exception is when the plans require backfill behind abutments and around multi-plate pipes to be granular borrow or gravel borrow. Specifications, Section 203, Method of Measurement, allow backfill around bridge structures to be paid plan quantity.

When the Designer estimates the quantity of borrow required for the project, he/she makes assumptions that may or may not be representative of what actually happens in the field, particularly on bridge projects. Quantity of excavation estimated to be available for fills is, to some extent, guesswork. Some of the excavation mayor may not be suitable for embankment construction or a situation may exist on the job that makes excavation not available in a timely manner; an example would be traffic maintenance on the existing roadway. The result is that the actual quantity of borrow used on the job is usually not what is estimated.

For these reasons, final quantity of borrow must be determined from actual measurements. The Resident will use the following methods or a combination thereof:

Cross Sections. By Standard Specifications, the contract bid price for borrow is based on the material being

measured in its original position, i.e., in the pit. When measured any other way, the quantity must be adjusted as explained below. Original cross-sections are taken in the pit after the Contractor has stripped the surface and before excavating and hauling operations begin. The Survey Crew should flag the pit limits to alert the equipment operators not to remove material beyond the outer limits of the original cross-sections. Final sections will be taken after the pit has been graded and before grubbings, loam, or other material that can support a growth of grass has been spread. Specifications, Division 105.8.6, addresses pit rehabilitation.

Borrow pushed up and beyond the edge of pit at its perimeter will be deducted from the overall quantity measured for payment. The Survey Section uses a "total station" computer program to take cross-sections and to compute quantities; a print-out of each cross-section is available.

Load Count. It is frequently not practical to figure borrow quantities by cross-sectioning the source. Since nearly all borrow pits are commercial pits and therefore are available to the public, it is nearly impossible for the Contractor to guarantee or even assure the Resident that all material taken out of a sectioned pit will be hauled to the job.

Load count, providing the total quantity measured is less than 5000 cm, offers an alternative to the cross-sectional method. There are two problems common to load counted material: trucks not being fully loaded and drivers reporting more trips than what they actu~ly haul. For these reasons, it is advisable to assign an inspector or ticket taker to witness and to collect delivery slips for every load hauled. If, because of lack of personnel, this cannot be done, the Resident or Inspector assigned must do a random check of the Contractor's hauling operations. The Resident should do a "time study", i.e., determine how long it takes for a driver, or more than one, to make a round trip from the pit to the site, and also to visually observe if the trucks are fully loaded.

Section 203.18, Method of Measurement, Specifications, requires that borrow by load count must be reduced to 90 percent of the quantity so measured.

In-Place Measure. A third method of measuring borrow is to compute the quantity in its final position, more commonly called "in-place-measure". This method is particularly suited to bridge projects. The procedure to follow is to figure the total quantity in the embankment from the design template to original ground or to bottom of grubbing limits. The excavation placed in the fill would be deducted from the total embankment and the resulting figure would be swelled 15 percent for final payment.

If earth excavation that is placed in fills is measured in its original position, it will be shrunk 15 percent before being deducted from the total embankment quantity. If it is measured in its final position, i.e., in the embankment, it will be deducted at 100 percent of the quantity so measured. If it is measured load count, it will be shrunk 25 percent before deduction.

If rock excavation that is placed in fills is measured in its original position, it will be swelled 33 percent before being deducted from the total embankment quantity. If it measured in its final position or by load count, it will be deducted at 100 percent of the quantity so measured.

Borrow Deductions. When the Resident computes the final pay quantity of borrow, he/she must determine if any of the material should be excluded from payment.

Unless directed by the Resident, all usable excavation will be placed in the core of the embankment and all waste excavation will be placed in waste storage areas, either as shown on the plan cross-sections or as directed in the field. Only excess excavation can be hauled offsite. Borrow diverted for the Contractor's own use or placed in unauthorized areas will be at their expense. Specifications, Section 203.18 - Method of Measurement, states that material placed outside the embankment will not be eligible for payment.

For deduction purposes, the following situations are to be considered:

Borrow is placed ahead of excavation operations which results in a surplus of excavation: Common excavation and rock excavation wasted will be swelled 15 percent before deduction; reference is made to Section 203.04.

Excavation is hauled off the job instead of being placed in the embankment and then later replaced with borrow because of convenience and ease of operation to the Contractor: The quantity of excavation that could have been placed in the embankment will be deducted from borrow at 100 percent of the quantity so measured.

Excavation is placed in the embankment beyond the design template in concentrated areas as opposed to being distributed throughout all fills, thus creating "fat" slopes: Earth and rock excavation placed beyond the

pay limits defined in Section 203.18 - Method of Measurement, Specifications – 6", will be deducted from borrow at 100 percent of the quantity so measured.

Borrow is placed in embankments beyond the design template, the result being "fat" slopes: Quantity placed beyond the pay limits defined in Section 203.18 will be deducted from borrow. Deduction will be made at 100 percent of the quantity so measured.

Borrow is diverted for the Contractor's own use: Material used to dress the Contractor's equipment yard or a waste dump, or to upgrade a haul road or town road will not be included for payment. Deduction will be made at 115 percent of the quantity so measured; refer to Section 203.03 - Unauthorized Use of Materials, Specifications.

Final quantity for payment will be entered in the Final Quantity Book. Subtotals, and deductions making up the final quantity for payment will be entered in the Final Quantity Book and referenced back to source. **All calculations and data entries must be signed, dated, and checked; the checker must sign and date their work.**

206.5 Structural Excavation - Field Documentation, Measurement, and Payment.

This Section describes the recordkeeping necessary to document and measure the excavation of earth and rock required to install culverts, bridge abutments, and other structures.

Field Documentation.

Project Diary, Inspector's Diary/Daily Report, Drainage Book, and Construction Book: The Resident or Inspector will keep notes describing the Contractor's excavation operations required for the installation of drainage, bridges, and other structures. These notes will describe location and final disposition of the material, whether on the job or off the job.

Documentation of installation of culverts, underdrain, catch basins, and manholes will be entered in the Project Diary. If the drainage is extensive, a Drainage Book should be set up prior to the work being done and all notes pertaining to drainage work will be entered in the Drainage Book. Reference is made to Division 900 of this Manual for further explanation of the Drainage Book. Undercutting to provide a stable foundation, bedding, excavating rock, and material used to maintain traffic will be noted and measured for payment.

Documentation of construction of bridge abutments, pier footings, wingwalls, retaining walls, multiplate pipes, and other major structures will be entered in the Project Diary or Construction Book. The Construction Book will be used if layout and/or field measurements and sketches are required. Typical measurements would be for rock excavation and undercutting. Division 900 of this Manual explains the Construction Book and how it is used.

Documentation of installation of other miscellaneous minor structures will be entered in the Project Diary or the Construction Book. The Construction Book will be used if layout and measurements for removal of rock or unstable foundation material are required.

For sample construction book entries ref page 84 & 86 and for inspectors diary entries ref page 89,90,91 & 93.

Measurement and Payment.

Drainage and Minor Structures: In areas of full width construction and reconstruction of shoulders, excavation for culverts, catch basins, and other minor structures is incidental from sub grade down to 12" below the flow line of the pipe or bottom of the base. Excavation required below that point for stable foundation or change in grade will be paid under the item "Structural Earth Excavation-Below Grade". That quantity will not be paid plan quantity; this figure is a "throw-in" and is not necessarily based on work anticipated to be done. Quantity for payment must be field measured. Measurements and sketches will be entered in the Drainage Book, signed and dated. Depth will be as directed by the Resident and width will be the limits defined in Section 206.04 of the Specifications and sheet #605(1) of the Standard Details for underdrain.

Rock excavation for drainage and other minor structures will be the quantity actually excavated to the pay limits defined in Section 206.04 of the Specifications. Measurements and sketches will be entered in the Drainage Book, signed and dated.

Bedding material will be computed to depth authorized beginning at the flow line of the pipe or bottom of the base in the case of catch basins; width will be as defined in the Specifications.

Major Structures: Section 206.04 of the Specifications states that final payment for earth excavated for bridge abutments and piers will be the quantity shown on the plans unless the structure is founded on ledge. In this case payment for earth and rock removed would be based on field measurements. Since top of ledge shown on the plans is not accurate, new ledge originals would be needed. Original cross-sections will be taken at right angles to the centerline of bearing at close intervals.

Quantity of earth will be figured vertically from original ground or roadway sub grade to top of ledge and horizontally to pay limits shown on the plans or to 18" beyond the footing. If actual top of ledge is lower than the elevation shown on the plans, earth excavated below that elevation will be paid at I 1/2 times the bid price for structural earth excavation. Typically, elevation of top of ledge is shown on the plans as, for example: 26 +/- . Such a designation would be interpreted to mean that only earth excavated below elevation 25 would be paid at I 1/2 times the price. Another example would be: if the elevation shown were 26.0+/-, earth excavated below 25.9 would be paid at 1 1/2 times the price. Likewise, if the elevation of bottom of footing is lowered due to change in design, excavation below, the original elevation shown would also be paid at 1 1/2 times the price.

If the plans call for excavating into ledge for the footing, the Contractor is allowed a pay tolerance of up to 12"

below the elevation of the bottom of the footing. Rock excavated and concrete placed below the 12" tolerance will not be paid. If the Resident directs the Contractor to remove rock below bottom of footing elevation because of a change in design or because of the soft nature of the ledge, it will be paid at 1 ½ times the bid price for structural rock excavation.

"Pay" boulders, defined in Section 203.0l(b) of the Specifications, that are found partly within the excavation limits for drainage and major structures will be measured and computed for payment as follows: that portion estimated to be within the structural excavation pay lines will be paid as such and the remainder will be paid as common rock excavation.

There will be no payment for rehandling structural excavation; the bid price includes excavating, rehandling as many times as necessary, and placing in its final position, whether it be in the embankment, waste storage areas, or off the project.

Final quantities of structural earth excavation-below grade and structural rock excavation will be entered in the Final Quantity Book and labeled as such. References will be made, as appropriate, to the Drainage Book or Construction Book for measurements and computations.

All calculations and data entries must be signed, dated, and checked; the checker must sign and date their work.

Division 300 – Bases

304.5 Aggregate Base and Subbase - Field Documentation. Measurement. and Payment.

This Section describes the recordkeeping necessary to document and measure aggregate base and subbase on the project.

Field Documentation.

Project Diary, Inspector's Diary/Daily Report: The Resident or Inspector will keep notes describing the Contractor's aggregate base and subbase operations. Information recorded will be: name of pit the material is coming from, station to station limits where it is placed, and whether placed in one lift or two lifts.

The Resident is responsible for quality assurance testing; he/she must assure that a Technician from the Department is available to do the testing required. Tests the Contractor may take are not to be counted toward the total number needed; these tests are to be considered as quality control for the Contractor's benefit only. Reference is made to Division 900, Section 901.4, of this Manual for further discussion of "Minimum Testing requirements".

Gravel can fail gradation or density or both. Corrective action directed by the Resident will be documented; more compactive effort may be required or material failing in gradation may have to be removed.

Sections 304.03 and 304.04 of the Specifications requires the Contractor to place the material in two lifts, but he/she can be allowed to place it in one. Gravel placed in one lift must meet density requirements full depth and therefore the lower portion of the one lift will be tested. If it fails, the Contractor must take whatever action necessary to attain passing density full depth.

Grade Check Book: The Department requires that the Resident or Inspector do random checks of sub grade and top of gravel to assure that the Contractor is placing gravel within construction tolerances. Checks should be done between stations as well as on station. Reference is made to Division 900, Section 901.3 and to Division 200, Section 203.5 for further discussion of the Grade Check book.

For sample project diary entries ref page 64, for final quantity book entries ref page 69, for construction book entries ref page 81 & 82 and for inspectors diary entries ref page 91 & 92.

Measurement and Payment.

Final quantity for aggregate base and subbase can be figured by anyone or a combination of the following methods:

Plan Quantity. Quantity for payment can be plan quantity providing the Resident reviews Engineer's Estimate for accuracy and the work is done to the limits estimated. It is often the situation that side streets and mainline approaches and drives are changed to match field conditions; the Estimate should be adjusted to meet these field conditions as necessary. Payment by plan quantity shall be documented by written agreement in the form of a Resident's Work Order. The agreement should state that the plan quantity will be adjusted upward or downward if changes are made in the field. Changes will be measured by three dimensions or load count described below.

In-Place Measurement. If the estimated quantity has no basis, commonly referred to as a "throw in" figure, gravel for the project will have to be refigured. Typical factors should be used for mainline travelway and shoulders where possible. Three dimensional measurements and/or plan dimensions can be used for drives, approaches and intersection areas. Gravel used to backfill undercut areas or to provide bedding for drainage can also be measured and computed by three dimensions to limits authorized. For drainage, depth will be figured from flow line of the pipe and width will be figured to the lateral pay limits defined in Section 206.04 of the Specifications.

Load Count. Gravel can be measured load count if: there is not a large quantity involved and the work involves mostly traffic maintenance or matching into, existing material. By Specifications, gravel measured load count will be reduced 20 percent for payment to arrive at an equivalent quantity measured in its final position. Refer to Section 304.06 of the Specifications for clarification.

Final quantity for payment will be entered in the Final Quantity Book and labeled as such. Reference will be made to grade checks, measurements, load count delivery slips, and computations in the project records, as necessary. Measurements and delivery slip totals must be entered in a bound book which can be the Final Quantity Book or the Construction Book. Reference is made to Division 900, Section 901.3 of this Manual for further discussion of field books. **All calculations and data entries must be signed, dated, and checked; the checker must sign and date their work.**

307, 309 & 310 Recycled Pavement - Field documentation. Measurement, and Payment.

This Section describes the recordkeeping necessary to document and measure the recycling of existing pavement.

Field Documentation.

Project Diary, Inspector's Diary/Daily Report: The Resident or Inspector will keep notes describing the Contractor's operations on the road and in the plant.

Full Depth Recycled Pavement. Field notes will include weather conditions, station to station limits of work, and description of equipment used: pulverizer, grader/spreader, rollers. The Inspector will also document inspection procedures and check measurements of work done, such as: depth of grinding operations, cross-slope, and density of the finished product. Any added aggregate or recycled pavement used as necessary to restore cross-slope will also be noted, tested, and measured for payment if required.

Plant Mixed Recycled Pavement, Foamed Asphalt & CIP require a QC/QA plan to be submitted. Field notes will be the same as for recycled pavement with additional documentation regarding plant inspections.

For sample final quantity book entries ref page 70.

Method of Measurement.

Final quantity of recycled pavement can be figured by either of the two following methods:

Plan Quantity. Quantity for payment can be "plan quantity" providing the estimated quantity shown in the Schedule of Items is reasonably accurate and work is done to the limits estimated. Payment by plan quantity should be documented by written agreement such as a memo or Resident's Work Order, between the Resident and the Contractor.

The agreement must stipulate that the plan quantity will be adjusted upward or downward if changes are made in the field. Quantities paid "plan quantity" will be documented by notes of inspection and acceptance entered in the Project Diary, or directly in the Final Quantity Book.

In-Place Measurement. If the estimated quantity is not figured accurately enough to pay as a final figure, the final pay quantity will be determined from field measurements, or will be refigured from the plans, or a combination of both. Length will be distance between stations and width will be field measured Frequency of width measurements will depend on road width consistency. All measurements, and sketches if required, will be recorded in a Construction Book or directly in the final Quantity Book and signed and dated. Irregularly shaped areas such as ramp and side street approaches and intersections will be broken down into basic geometric shapes and measured by length and width. Dimensions taken from the plans land corresponding notes of inspection and acceptance also recorded in a Construction Book or the Final Quantity Book.

Added Material. If specified in the contract, material added to maintain cross-slope in areas not designated on the plans or in the construction notes will be paid separately under the item used. Measurement will be by load count reduced by 20 percent for final payment. Every load will be documented by a delivery slip that has been signed and dated at the point of delivery by the Resident or Inspector. Daily totals will be entered in the Final Quantity Book. Refer to Section 304.06 - Method of Measurement of the Specifications and Special Provisions for further explanation of shrinkage factors.

The Special Provisions, Section 108 should also be reviewed for the incorporation of Asphalt Pay Adjustment and the procedure how to determine the adjustment.

Final Quantity. Final quantity for payment will be entered in the Final Quantity Book and so labeled. References will be made to statements of inspection and acceptance, plan dimensions, field measurements, and delivery slips, as necessary. **All calculations and data entries must be signed, dated, and checked; the checker must sign and date their work.**

Division 400 – Pavements

401.5 Hot Mix Asphalt Pavement - Field Documentation. Measurement. and Payment.

This Section describes the recordkeeping necessary to document and measure hot mix asphalt placed on the project.

Field Documentation.

Project Diary, Inspector's Diary/Daily Report, Paving Report, Tally Sheet, Test and Data Reports: The Resident or Paving Inspector will document on a daily basis, the Contractor's paving operations. He/she will keep notes regarding: station to station limits of paving, inspection problems, observations regarding quality control, equipment, personnel, weather, and temperatures. It is strongly suggested that the Paving Inspector use the Paving Report. This document has a preprinted format that serves as a reminder to record all of this information. This report is to be filled in on a daily basis, prior to the start of the next day. Ticket taker will keep a tally of all loads delivered by noting delivery slip number, the location where placed and sign the delivery slip upon delivery. The primary purpose of the Truck Tally Sheet is to control the yield and to determine which loads are involved if a problem area develops. If the Resident can isolate the loads, he/she can correlate the questionable material with specific batching data on record in the plant and in this way the cause for the bad mix may be determined.

Contract Specifications state that quality of mix will be controlled by following the "QC/QA" requirements of Sections 401 and 106 of the Specifications. The Contractor will provide quality control by testing and inspection and will propose their quality control procedures by submitting a Quality Control Plan to the Resident for Departmental approval. Specifications, Section 401 outline the basic requirements of the Plan and also procedures for quality assurance testing that the Department will perform.

Section 401 of the Special Provisions defines the quality control and quality assurance requirements at three levels: Methods A, B, and C. Method A provides for pay incentives and disincentives. Method B provides for disincentives only. Quality control and quality assurance procedures are the same for Methods A and B.

Method C is used for mixes with quantities less than 250 tons, sidewalks, drives, and other mixes behind the curb that are generally referred to as "hand-placed". Quality control requirements are not as stringent as for Methods A and B. Section 401 defines the types and frequencies of QA tests to be taken.

Special Provision, Section 403, designates which method is to be used for a particular pavement item, usually based on quantity. To better understand quality control, quality assurance, and Methods A, B, and C, the contents of Specifications - Section 401 and Special Provision - Section 403 should be thoroughly read by the Resident and the Paving Inspector before paving operations begin. All quality control records and quality assurance records will be filed together in the Testing File daily.

For sample final quantity book entries ref page 71 and for inspectors diary entries ref page 93.

Measurement and Payment.

The delivery slip for each load of hot mix asphalt delivered to the project will be signed at the point of delivery by the Resident, Inspector or Ticket Taker. Daily total quantities for each pay item will be documented by a cover slip signed by the Contractor's Representative and the Resident or Inspector, and will be entered in the Final Quantity Book; all entries will be signed and dated. Delivery slips will be kept in the Resident's field office until the records are submitted to the Project Review Unit for final review. At that time the weigh slips may be discarded, but the cover slips will be kept as part of the project records.

Occasionally a load will be split between two pay items. Quantities will be determined by fractions noted on the slip, example: "pay 1/3 load as hand-placed". A rejected load will be documented by a note on the slip stating the reason such as: segregation, dry load, or low temperature.

Check weighing to verify the accuracy of the scales will be done twice during every five days of production. Section 401.085 of the Specifications explains the check weighing procedures.

Pay factor computations for incentives, disincentives, and penalties will be part of the Testing File but final cost figures will be entered in the Final Quantity Book with the digits 01 and descriptions added to the pertinent pay item number, for example: 403.20801 Incentive-HMA-9.5 mm.

Final quantity for payment will be figured in the Final Quantity Book from daily totals. **All calculations and data entries must be signed, dated, and checked; the checker must sign and date their work.**

501.5 Foundation Piles - Field Documentation. Measurement. and Payment.

This Section describes the recordkeeping required to document the installation and measurement of foundation piles.

Field Documentation.

Project Diary, Inspector's Diary/Daily Report: The Resident or Pile Driving Inspector will keep notes describing the Contractor's pile driving operations; personnel, equipment, working hours, and which abutment or pier being worked will be recorded.

The Resident will make a note in the Project Diary of the following: approval of the pile driving equipment, approval of driving procedures, approval of driving hammer, inspection and approval of pipe piles before Contractor places concrete. Sections 501.03 - Equipment and 501.04 - Driving Procedures and Tolerances of the Specifications address, in detail, equipment and driving of piles.

The Resident will document static and dynamic load testing. Static load testing: approval of testing procedures and the results will be recorded in the Project diary. Dynamic load testing: a report of test results will be submitted to the Resident and placed in the Testing File. Specifications, Section 501.07 - Pile Testing and Acceptance explains the requirements of load testing.

Pile tips and pile splicing procedures must be approved by the Resident. Notes will be made in the Project diary. Reference is made to Section 501.09 of the Specifications.

The Resident or the Pile Driving Inspector will complete the following records and make them part of the Final Quantity Computations Book:

Pile Layout Diagram. The layout diagram is a sketch of the outline of the foundation and the batter, identification, and location of each pile by number.

Pile Driving Report. This report identifies each pile driven by number, location, driving length, pay length, and cut-off length. It also gives the type of hammer and other data pertinent to the operation. This report must be kept current with the work and must be signed by the Inspector.

Report of Record Pile. This report is a driving log of a pile; it is an indication of the energy required and the resistance encountered during the driving operation. Two record piles are required for each foundation unit. These reports must also be signed and dated.

For sample project diary entries ref page 87 and for inspectors diary entries ref page 94.

Measurement and Payment.

Foundation Piles. Payment for piles furnished will be based on quantities ordered in writing by the Resident. Cut-off piles in excess of 10 feet for each piece will become property of the Department. A Special Provision in the Contract will designate how the excess will be disposed.

Payment for piles installed will be determined from pay lengths shown on the Pile Driving Report; pay length is the difference between the driving length and the cut-off length. In the case of pipe piles, there is no payment for concrete in them.

Splices and Tips. These will be recorded for payment on the Pile Driving Report.

Loading Tests. These tests will be paid per each; reference will be made to appropriate Diary notes and test results for documentation of quantities paid.

All final quantities for payment for piles delivered, piles driven, load tests, splices, and tips will be entered in the Final Quantity Book. References to documentation of quantities will be made to pile driving reports, to test results, and to entries in the Project Diary or Inspector's Diary for statements of approval. **All calculations and data entries must be signed, dated, and checked; the checker must sign and date their entries.**

502.5 Structural Concrete - Field Documentation Measurement and Payment.

This Section describes the recordkeeping necessary to document and measure concrete for major and minor structures.

Field Documentation. -

Project Diary, inspector's Diary/Daily Report: The Resident or inspector will keep notes describing the Contractor's pre-placement and placement activities, such as: excavation and preparation for erection of forms and installation of reinforcing steel. Equipment, personnel, weather, temperatures, and location of work site will be recorded also.

It is policy of the Department that the Inspector document in writing the inspection and approval of forms and reinforcing steel before a concrete placement. The Contractor is also required to do a "dry run" with the screed machine before the deck placement. The Inspector will note their observations during the dry run and also measure and record thickness of the deck slab as the concrete is placed. Notes can be entered in the Project Diary or Inspector's Diary or directly in the Final Quantity Book.

Concrete for sign bases, light bases, traffic signal bases, and other minor structures will be documented by Inspector's statements verifying that placement of forms, steel cages or mesh, anchor rods, and conduit have been checked and accepted.

For sample final quantity book entries ref page 72 & 73, for construction book entries ref page 84 and for inspectors diary entries ref page 89.

Measurement and Payment.

Final quantity for payment will be lump sum or by the cubic meter computed in-place as specified in the Schedule of Items in the Contract Book.

Lump Sum. This method of payment is specified in the bid schedule if the dimensions of the structure, be it abutment, pier, or deck, are clearly defined and not subject to change in the field. Final quantity for payment will be entered in the Final Quantity Book as "Lump Sum" and reference will be made to inspection and approval of forms, dry run of screed machine, check of the slab thickness, as appropriate.

Cubic Meter. Concrete paid by the unit is usually specified when the dimensions of the structure are not clearly identified, as when the footing is on ledge, or when the work consists of extending an existing abutment or placing a new footing on dry laid granite. In this situation, concrete is measured by delivery slip. The Inspector will sign the slip when the concrete is delivered to the site and he/she will also note amount wasted if any. The note will say, for example: "wasted l!4 cu meter", Quantity of concrete wasted shall be co-signed by the Contractor's Representative to show agreement with the amount in question. Delivery slip daily totals will be entered in the Final Quantity Book. The concrete may also be measured in-place providing a sufficient number of field measurements are taken; measurements will be entered in the Construction Book. All delivery slip totals and field measurements will be signed and dated.

Seal Concrete. When the item Structural Concrete - Placed Under Water, also known as "seal concrete", is bid by the cubic meter, and the distribution slab above it, part of the item Structural Concrete - Piers or Abutments, is also bid by the cubic meter, the following shall apply:

1. Top of seal is below plan elevation: Quantity of distribution slab is figured from plan measurements for payment and the difference between the plan measured quantity and the delivery slip quantity is paid as seal concrete. Presumably the delivery slip quantity for the distribution slab will be greater than the plan measured quantity.
2. Top of seal is above plan elevation: Quantity of distribution slab is determined from delivery slips for payment and the difference between the plan measured quantity and the delivery slip quantity is paid as seal concrete. Presumably in this case, the delivery slip quantity for the distribution slab will be less than the plan measured quantity.

To determine whether top of seal is above or below plan elevation, check shots will have to be taken to determine the approximate elevation of the seal.

Occasionally the Schedule of Items will specify concrete to be paid by the cubic meter as opposed to lump

sum even though the dimensions of the substructure are clearly shown on the plans and will not change in the field. In this situation the concrete can be paid plan quantity providing the estimated amount is figured to the same degree of accuracy as it would be for final payment. The Resident will check the calculations and so note in the Final Quantity Book.

Where a footing is founded on ledge, concrete placed more than 12" below the designated bottom elevation of the footing will not be included in the pay quantity of concrete figured in-place. Likewise, if the concrete is figured by load count, quantity below the 12" line will be figured in-place and deducted from the total delivery slip quantity.

Since final ledge cross-sections will have already been taken to figure structural rock excavation, these same cross-sections will be used to compute quantity of concrete for payment or to figure quantity for deduction.

If the item "concrete fill" is added to the contract by work order, the lateral pay limits of the fill must be specified in the work order and the final quantity must reflect a deduction or non-payment for concrete placed beyond pay limits.

Contract Specifications stipulate that quality of concrete will be controlled by following the "QC/QA" requirements of Sections 502 and 1 06 of the Specifications. The Contractor will propose their quality control procedures by submitting a Quality Control Plan to the Department for approval. The Contractor will do quality control testing and the Resident will do quality assurance testing.

There are basically three levels of QC/QA: Method A, Method B, and "Non-QC/QA "; Special Provisions will specify the method for each item. Method A provides for incentives and disincentives; Method B provides for disincentives only. The Non- QC/QA method is used when the concrete in question must only meet the minimum quality standards in the Specifications. Examples are: armored joint repairs, surface repairs to wingwalls, bridge decks, abutments, piers, or box culverts, and modifications to concrete endposts. Cylinder breaks below what is allowed in the Specifications will be reason for either rejection of the concrete, or negotiation of a price credit. Quality control and quality assurance are explained in detail in Sections 106 and 502 of the Specifications.

Final quantity for payment will be entered in the Final Quantity Book: References will be made to source documentation, such as: Final Quantity Computations Book, delivery slips, form checks, and reinforcing steel checks. Delivery slip quantities and form checks, and re-steel checks will be entered in the Construction Book or directly in the Final Quantity Book.

Quality control records, quality assurance records, and pay factor computations will be filed in the Testing File for each day's placement. Incentive and disincentive computations and cost figures will be entered in the Final Quantity Book with digits 01 and descriptions added to the pertinent pay item number, for example: 502.2101 Incentive-Str Conc Abuts & Ret Walls. **All calculations and data entries must be signed, dated, and checked; the checker must sign and date their entries.**

503.5 Reinforcing Steel - Field documentation Measurement and Payment.

This section describes the recordkeeping necessary to document and measure reinforcing steel delivered and placed in the structure.

Field Documentation.

Project Diary, Inspector's Diary/Daily Report: The Resident or Inspector will keep notes describing the Contractor's progress on this item; also to be noted are crew, equipment, weather, and location work is taking place, i.e., abutment, footing, pier, deck, or sign base.

When the steel is delivered, the Resident/Inspector will inspect the material for condition and proper storage. He/she will record inspection and acceptance in the Project Diary or directly in the Final Quantity Book. Delivery invoices will be kept as part of the project records.

When the Contractor places the re-steel, the Resident/Inspector will inspect for bar size, length, splice assembly, and proper positioning within the forms. He/she will document acceptance of reinforcing steel and splices by notes entered in the Project Diary or directly in the Final Quantity Book. Inspection will also be noted in the project records for re-steel placed in minor structures, such as traffic signal bases, sign bases, or concrete sidewalks.

Measurement and Payment.

Quantity for payment of reinforcing steel delivered and placed will be the quantity shown on the Steel Schedule in the contract plans, checked and corrected as necessary.

Final quantities of re-steel will be entered in the Final Quantity Book, signed and dated. Reference will be made to the Steel Schedule, computations in the Final Quantity Computations Book, and to statements of inspection and acceptance in the Project Diary or other proj ect records.

Final quantity of splices will be entered in the Final Quantity Book. Reference will be made to the plans for the number paid; additional splices requested by the Contractor and approved by the Resident will not be measured for payment. Reference will also be made to Project Diary entries for documentation of splices installed and accepted.

Steel mesh placed in sidewalks, sign bases and traffic signal bases will not be measured for payment but is included in the bid price per unit. **All calculations and data entries must be signed, dated, and checked; the checker must sign and date their entries.**

504.5 Structural Steel - Field Documentation. Measurement. and Payment.

This Section describes the recordkeeping necessary to document payment, delivery, and erection of structural steel.

Field Documentation.

Project Diary, Inspector's Diary/Daily Report: The Resident or Inspector will record, on a daily basis, the Contractor's progress in the erection of structural steel. He/she will keep notes regarding, but not limited to: the installation of beams, splices, diaphragms, and bearing assemblies. Crew, equipment, weather, and location, i.e., which span, girder, or abutment being worked on and lot numbers of materials will be noted.

Documentation for payment will be as follows:

Fabrication and Delivery. When the steel is brought on the job, the Resident and or Inspector will identify and record which girders, braces, bearing assemblies, and other hardware are delivered, and he/she will inspect for fabricating and shipping defects. Items to consider are:

1. Full bearing of bearing stiffeners.
2. Web buckles in welded girders within tolerance.
3. Welds in proper locations.
4. Burrs and roughness removed.
5. No loose or scaly rust in splice areas.

Notes will be made in the Project Diary or directly in the Final Quantity Book, signed and dated.

The Department will perform through the services of a private Testing Agency, shop and mill inspection of structural steel fabrication. The Fabrication Engineer will forward a copy of the Inspection Reports to the Resident. In addition, the Inspector should become familiar with the many other details of inspection explained in Section 504.4 of this Manual.

Erection. The following tests will be done and documented in the project records at the time steel is erected:

Rotational Capacity Test. Specifications, Sections 504.28 and 713.02 require that a "rotational capacity" be done on two sets of nuts, bolts, and washers in every lot delivered to the project. This test determines the compatibility of the components. The results will be noted in the Project Diary or directly in the Final Quantity Book.

Bolt Tension Test. Specifications require the Contractor to install and test bolt tension in girder splice connections and diaphragm/cross-brace connections using the following methods:

1. Calibrated Wrench Method. If the Contractor makes use of a calibrated torque wrench to do QC testing, the Resident or Inspector will use the Calibrated Wrench Method to perform QA testing. Ten percent of all bolts or a minimum of two bolts per connection in all girder splices will be checked and noted on the splice inspection diagram.

2. Turn of the Nut Method. If the Contractor uses this method, the Inspector will witness the tightening of all bolts in the girder splices and so note on the splice inspection diagram. This inspection procedure should be verified weekly with a calibrated torque wrench. For diaphragm and cross-brace connections, the Inspector will observe the Contractor doing the turn of the nut method is acceptable; other test procedures are not required.

3. DTI Method. The DTI method of installation will be checked by the Inspector with a "feeler gauge". The Inspector will further verify the accuracy of the feeler gauge by checking bolt tension with a calibrated torque wrench on a weekly basis.

4. Inspection of Tension Control Bolts. The Inspector will inspect the bolts to verify that the spline has been snapped off. A spot check with the calibrated torque wrench will be done every week as required for methods noted above.

Departmental policy requires that the Inspector verify bolt tension in girder splices and cross-brace and diaphragm connections. Any of the above methods will be used and the results will be recorded in the Project Diary, Construction Book, or in the Final Quantity Book. On a multi-span structure, a splice layout diagram is suggested to keep account, on a daily basis, of which splices have been checked and accepted; notes will be made directly on the diagram. This sheet will become part of the project records. An overview of the structural steel layout, such as the one found in the contract plans may be used.

Measurement and Payment.

Final quantity for payment will be entered in the Final Quantity Book; references will be made to field inspections, rotational capacity tests, bolt tension tests, and other notes of inspection. **All calculations and data entries must be signed, dated, and checked; the checker must sign and date their entries.**

505.5 Shear Connectors - Field documentation. Measurement. and Payment.

This Section describes the recordkeeping necessary to document and measure for payment, stud welded shear connectors.

Field Documentation.

Project Diary, Inspector's Diary/Daily Report: The Resident or Inspector will keep notes documenting the Contractor's progress on this item; crew, equipment, and location of work, i.e., which span and which girder, will be noted. Field welding will be done by a prequalified welder, as required under Section 504.49 of the Specifications.

The Resident or Inspector will inspect all shear connectors to assure an acceptable 360 degree weld and will also perform the "bend test" described in Section 505.04 of the Specifications. These inspection procedures will be recorded in the Project Diary or directly in the Final Quantity Book.

Measurement and Payment.

Quantity for payment, lump sum, will be recorded in the Final Quantity Book, signed and dated. Reference will be made to statements of inspection and acceptance in the project records. **All calculations and data entries must be signed, dated, and checked; the checker must sign and date their entries.**

507.5 Railings - Field Documentation. Measurement. and Payment.

This Section describes the recordkeeping necessary to document and measure for payment, the installation of bridge railing.

Field Documentation

Project Diary, Inspector's Diary/Daily Report: The Resident or Inspector will keep notes documenting the Contractor's progress on this item. Crew, equipment, and location of work will be noted, for example: which span if a multi-span structure, and which side, left or right, will be recorded.

Measurement and Payment.

If the item is paid lump sum, notes of inspection and acceptance will be made in the Project Diary or directly in the Final Quantity Book. If the item is paid plan quantity, the Resident will check the accuracy of the computations and will refigure the quantity from the plans if necessary. He/she will also make entries in the Project Diary or Final Quantity Book relative to inspection and acceptance. If the item is paid by the unit, field measurements will be entered in the Construction Book or the Final Quantity Book, signed and dated.

Final quantity for payment will be entered in the Final Quantity Book, and referenced to source documentation, such as: field measurements, plan calculations, or statements of inspection and acceptance, as appropriate. **All calculations and data entries must be signed, dated, and checked; the checker must sign and date their entries.**

508.5 Membrane Waterproofing - Field Documentation. Inspection and Payment.

This Section describes the recordkeeping required to document and measure the installation of membrane waterproofing on bridge decks.

Field Documentation.

Project Diary, Inspector's Diary/Daily Report: The Resident or Inspector will keep notes describing the Contractor's preparation and installation of membrane waterproofing on bridge decks. Crew, equipment, weather conditions, and temperatures will be noted. Manufacturers' names of primer, membrane, and mastic will be recorded and verified with the Department's Approved List before approval for use. Acceptance of the item after work is completed will be recorded in the Project Diary.

For sample inspectors diary entries ref page 93

Measurement and Payment.

Final quantity for payment will be lump sum entered in the Final Quantity Book. Reference will be made to notes of inspection and final acceptance. **All calculations and data entries must be signed, dated, and checked; the checker must sign and their entries.**

509.5 Structural Plat Pipe and Arches-Field documentation, Measurement and Payment.

This Section describes the recordkeeping required to document and measure the assembly and installation of structural plate pipes and pipe arches.

Field Documentation.

Project Diary, Inspector's Diary/Daily Report: The Resident or Inspector will keep notes describing the Contractor's progress of the installation of the structural plate pipe. Notes will be made regarding, but not limited to: assembly in the dry or in the trench, excavation, bedding, torque checks, stream diversion, cofferdams, and backfilling. Crew, equipment, and weather will also be noted.

To document payment for the item, the Resident/Inspector will inspect and note acceptance of bedding and will check the tension in 10 % of the bolts using a calibrated torque wrench. Bolts are to be torqued to 100-300 ft-lbs. A wrench should be available from the Contractor.

For sample inspectors diary entries ref page 94.

Measurement and Payment

Final quantity for payment will be lump sum and will be entered in the Final Quantity Book, signed and dated. Reference will be made to notes in the Project Diary that document inspection and acceptance of bedding and the checking of bolt tension. **All calculations and data entries must be signed, dated, and checked; the checker must sign and date their entries.**

There is no separate payment for excavation. Sections 206.01 (a) and 206.04(a) of the Specifications state that payment for excavation is incidental to the price bid for the structure. The quantity of granular borrow for payment will be that shown on the plans; reference is made to Section 203.18, second paragraph, of the Specifications.

510.5 Special Detour - Field Documentation. Measurement. and Payment.

This Section describes the recordkeeping required to document and measure for payment the installation of a detour on the project.

Field Documentation.

Project Diary, Inspector's Diary/Inspector's Daily Report: The Resident or Inspector will keep notes describing the Contractor's progress in the construction of the detour. The Inspector must be familiar with the contract Specifications, Section 510, to assure that the detour has been designed and constructed according to plan. Acceptance, maintenance, satisfactory removal, and clean-up of the site will be noted. Crew, equipment, and weather conditions will also be recorded.

Measurement and Payment.

Final quantity for payment will be lump sum and will be entered in the Final Quantity Book, signed, and dated. Reference will be made to notes of inspection, acceptance, and disposal recorded in the project records. **All calculations and data entries must be signed, dated, and checked; the checker must sign and date their** entries.

Departmental policy is: If, during removal of the detour, the Contractor uses some of the excavation as permanant fill and if the use of this excavation does not cause a waste of usable excavation elsewhere on the project, the material in question will be measured and paid as common borrow.

511.5 Cofferdams - Field Documentation. Measurement. and Pavment.

This Section describes the recordkeeping required to document and measure the installation, maintenance, and removal of cofferdams.

Field Documentation.

Project Diary, Inspector's Diary/Daily Report: The Resident or Inspector will keep a record describing the inspection and acceptance Contractor's work and submittal, approval and adherence to their Water Pollution Control Plan. Type and size of cofferdam, type of pumping operations and adequacy of the sedimentation basin and sedimentation control will be noted.

For sample final quantity book entries ref page 76, inspectors diary entries ref page 93 & 94.

Measurement and Payment.

Final Quantity Book: Final quantity for payment, lump sum, will be entered in the Final Quantity Book, signed and dated. References will be made to Project Diary entries that document acceptance of the item. The item is not accepted until the removal and clean-up of the cofferdam(s), Sedimentation Basin(s), and pump(s) has been disposed in a manner satisfactory to the Resident. Payment is made regardless of the extent of work required to build the cofferdam.**All calculations and data entries must be signed, dated, and checked; the checker must sign and date their work.**

513.05 Slope Protection - Field Documentation, Measurement. and Payment.

Field Documentation.

Project Diary, Inspector's Diary/Daily Report: The Resident or Inspector will keep notes describing the Contractor's progress on this item. Preparation for placing concrete or crushed stone as called for on the plans, i.e., setting grades, excavating as necessary, compacting the slope, as well as crew, equipment and weather will be recorded.

Measurement and Payment.

Final Quantity Book: Final quantity for payment will be entered in the Final Quantity Book and referenced to field measurements or plan dimensions. Measurements and calculations will be entered in the Construction Book, signed and dated. **All calculations and data entries must be signed, dated, and checked; the checker must sign and date their work.**

515.5 Protective Coating for Concrete, Surfaces - Field Documentation. Measurement. and Payment.

Field Documentation.

Project Diary, Inspector's Diary/Daily Report: The Resident or Inspector will record the Contractor's work activities on this item such as surface preparation and condition before applications, note the name of manufacturers material being used, verification of the material with the Departments Approved Product list, application rate of each coat, and notes of inspection and acceptance, crew, equipment, time of each application and weather conditions will also be documented.

Measurement and Payment.

Final Quantity Book: Final quantity for payment will be by the square meter or lump sum. Total units will be computed from field measurements or from dimensions scaled from the plans. Measurements, dimensions, and calculations will be entered in the Construction Book and the total transferred to the Final Quantity Book. Lump sum will be entered directly in the Final Quantity Book.

Final quantity for payment will be signed and dated. References will be made to measurements, calculations, and notes of inspection and final acceptance. **All calculations and data entries must be signed, dated, and checked; the checker must sign and date their work.**

518.5 Rehabilitation of Structural Concrete - Field Documentation. Measurement. and Payment.

Field Documentation.

Project Diary, Inspector's Diary/Daily Report: The Resident or Inspector will keep notes describing the Contractor's activities on this item; crew, equipment, weather conditions, location of work, i.e., which lane and which span if appropriate, will be recorded. Also to be documented are: name brand of patching material, bonding grout, and verification of the material with the Departments Approved Product list.

Measurement and Payment.

Final Quantity Book: Final quantity for payment will be determined from field measurements recorded in the Construction Book, signed and dated. Rehabilitation of Structural Concrete can involve one or a combination of three items: above re-steel, to re- steel, or below re-steel. If these items overlap in area, the item involving the largest surface area should be measured first and should be all encompassing, i.e., include the other items. These other items should then be measured after and deducted from the largest area. This method of measurement will avoid confusion and result in greater accuracy.

The final quantity will be entered in the Final Quantity Book and referred to field measurements in the Construction Book. **All calculations and data entries must be signed, dated, and checked; the checker must sign and date their work.**

520.5 Expansion Devices. Non-Modular- Field Documentation, Measurement. and Payment.

Field Documentation.

Project Diary, Inspector's Diary/Daily Report: The Resident or Inspector will make notes regarding: type of seal used, whether gland or compression, manufacturer's name, preparation of surface areas prior to installation, name of lubricant or sealant, and other Specifications requirements. Crew, equipment, weather conditions and temperatures will also be recorded.

Measurement and Payment.

Final Quantity Book: Final quantity for payment will be entered in the Final Quantity Book by the unit. Reference will be made to appropriate Diary entries that document inspection and acceptance. **All calculations and data entries must be signed, dated and checked; the checker must sign and date their entries.**

523.5 Pot Bearings - Field Documentation. Measurement. and Payment.

Field Documentation.

Project Diary, Inspector's Diary/Daily Report: The Resident or Inspector will inspect and note approval of : 1) when the bearings have been delivered to the site and properly stored 2) when the bearing area has been prepared; 3) when the holes are drilled and the anchor bolts grouted in place 3) note the manufactures name and verification of grout on the Department Approved product list 3) when the preformed pads, plates, and bearings are set; and 4) when the temperature adjustments have been made and the sole plates are welded to the girders. Any or all of these steps may be combined along with a final acceptance of the work.

Approved shop drawings, shop inspection reports and test results will be forwarded to the Resident by the Fabrication Engineer in advance of delivery of the bearing assemblies to the site.

Measurement and Payment.

Final Quantity Book: Final quantity for payment bid and measured by the unit for each assembly will be entered in the Final Quantity Book. References will be made to notes of inspection and acceptance of seating areas and test results for the grout. **All calculations and data entries must be signed, dated, and checked; the checker must sign and date their work.**

525.5 Granite Masonry - Field Documentation. Measurement. and Payment.

Field Documentation.

Project Diary, Inspector's Dairy/Daily Report: The Resident or Inspector will note inspection and acceptance of granite stones, anchors, mortar, and caulking material. He/she will also inspect and note the Contractor is preparing the areas prior to setting the stones.

Measurement and Payment.

Final Quantity Book: Final quantity for payment will be calculated from field measurements or plan dimensions recorded in the Construction Book. Final quantity will be entered in the Final Quantity Book, signed, dated, and referred to notes of inspection and acceptance in the Project Diary. **All calculations and data entries must be signed, dated, and checked; the checker must sign and date their work.**

526.5 Concrete Barrier - Field Documentation Measurement and Payment

Field Documentation.

Project Diary, Inspector's Diary/Daily Report: The Resident or Inspector will note when the type of barrier installed, the inspection and acceptance of forms and re-steel. Sometimes this item is pre-cast. In this situation, refer to the inspection reports written by the Inspector at the plant at the time the barriers were cast. When it is necessary to reset, a note of a spot check of the dimensions for plan conformity and will also inspect for location as shown in the traffic control plan or other contract documents.

Measurement and Payment.

Final Quantity Book: Final quantity for payment will be lump sum or by the meter.

If the Temporary Concrete Barrier is measured and paid by the linear foot, measure the total length acceptable and enter it directly in the Final Quantity Book. If the item is measured and paid Lump Sum, enter the "Lump Sum" in the Final Quantity Book.

Permanent Concrete Barrier Type II, IIIa, and IIIb will be measured for payment by Lump Sum complete in place and entered directly in the Final Quantity Book.

Permanent Transition Concrete Barrier will be measured by each barrier connecting bridge rail to guardrail complete in place and entered directly in the Inspectors Daily Report or the Final Quantity Book.

The final figure will be entered in the Final Quantity Book, signed, dated, and referenced to Diary entries for inspection and acceptance and to field measurements recorded in the Construction Book if the item is measured by the unit. **All calculations and data entries will be signed, date, and checked; the checker will sign and date their work.**

Division 600 – Miscellaneous Construction

603.5 Pipe Culverts and Storm Drains

604.5 Manholes and Catch Basins

605.5 Underdrain

Field Documentation

Drainage Book, Construction Book: The Resident or Inspector will keep drainage installation notes in the Drainage Book if the drainage is extensive, or in a Construction Book. If the drainage is a minor item in the contract. Section 901.3 - Field Books in Division 900, of this Manual describes in more detail the contents of these fieldbooks.

The Resident or Inspector should note the inspection of the material as it arrives on the project to insure that the material meets specifications, fits the application and is free of damage from delivery. The installation notes should include the inspection of line and location, grade, special connections, bedding & backfill material and compactive effort.

The Resident or Inspector will note the placement of any excavated material that is not used for backfilling. Excavated material should not be wasted unless there is no possible use for it on the project.

For sample project diary entries ref page 63 and for inspectors diary entries ref page 90 & 91.

Measurement and Payment

Excavation to install drainage is incidental to the item except for rock and excavation "below grade", defined in the Specifications. If a boulder or a concrete obstruction measuring two cubic meters or more is encountered in the excavation, that portion within the limits of the trench is paid as structural rock and the portion outside the limits is paid as common rock excavation. Portions within and outside the trench limits can be estimated in fractions, example " *1/2* boulder outside trench".

In a "full construction" area, if a portion of the boulder or concrete is above subgrade, that quantity will be paid as rock excavation and deducted from common excavation.

Underdrain special connections (elbows, wyes or tees) will be counted and 3 feet added per connection to the overall length of the run of pipe.

After acceptance of the catch basin or manhole, the height from floor to top of grate should be measured and recorded for final payment. Units up 2.5 meters [8 ft] will be 1 each. One fifth of a unit [one eighth of a unit] will be added for each additional 0.5 meters [1 ft] over 2.5 meters [8 ft] measured to the nearest 0.5 meters [1 ft]. Rebuild, alter and adjust items are measured as 1 each.

Section 206.5 in Division 200 of this Manual further describes structural excavation for drainage.

Final Quantity Book: Final quantity for payment will be by the linear measurement. The final figure will be entered in the Final Quantity Book, signed, dated, and referenced to Diary entries for inspection and acceptance and to field measurements recorded in the Construction Book if the item is measured by the unit. **All calculations and data entries will be signed, date, and checked; the checker will sign and date their work.**

606.5 Guard Rail - Field Documentation. Measurement. and Payment.

Field Documentation

Project Diary, Inspector's Diary/Daily Report, Guardrail Book: The Resident or Inspector will document the Contractor's progress on guard rail items. If guardrail work on the project is extensive and if several items are involved, for example: remove, modify, and reset, or adjust, or remove and reset, the Resident should set up a "Guardrail Book". Each run of guardrail to be worked on will be entered in this book primarily by location, i.e., station to station, left or right, and further identified by type of work to be done, whether remove, modify, and reset, or adjust, etc. As a run is completed and accepted, it will be so noted by the Inspector and dated.

All of the above documentation can be entered in the Construction Book if guardrail is not a major item in the contract.

Measurement and Payment

Final Quantity Book: Final quantity for payment will be entered in the Final Quantity Book, signed, dated, and referenced to source documentation in the Guardrail Book, or in the Construction Book for lesser quantities. Final quantities will be field measured or figured from station to station. **All calculations and data entries must be signed, dated, and checked; the checker must sign their entries.**

609.5 Curbing- Field Documentation. Measurement. and Payment.

Field Documentation

Project Diary, Inspector's Diary/Daily Report, or Construction Book: The Resident or Inspector will note the Contractor's progress on these items; approximate station to station limits of work, crew, equipment will be recorded and notes of inspection and acceptance.

Notes of inspection will include, in the case of vertical curbing, the condition of the curbing when it arrives on the project to insure size and tolerance specification. Notes will also include the bedding and backfill material and line and grade.

Field measurements will be entered directly in the Final Quantity Book or in the Construction Book after the curb is complete, accepted and installed. If the curbing is extensive, the Resident should set up a "Curb Book" or at least dedicate a part of the Construction Book before the Contractor begins work. The location of each item of curb, i.e., "new", "reset", or "circular", and terminal, should be identified by sketches, station to station limits, left or right shall be noted.

Final Quantity Book: Final quantity for payment will be entered in the Final Quantity Book, signed, dated, and referenced to measurements.

For sample project diary entries ref page 64.

Measurement and Payment

No separate payment is made for excavation to install curb, whether new or reset. Excavation is incidental to the curb item or to roadway excavation. There is no payment to remove existing curb; only curb that is reset is measured for payment. Removal of existing curb that is not used is incidental to other items in the contract.
All calculations and data entries will be signed, dated, and checked; the checker must sign and date their work.

610.5 Stone Fill. Rip Rap, Blanket. and Stone Ditch Protection.

Field Documentation

Project Diary, Inspector's Diary/Daily Report, Construction Book: The Resident or Inspector will make notes documenting progress of work on these items. They will record source of material, whether rock from within the excavation limits on the project, pit tailings, or rock quarry.

Measurements, sketches, and computations will be recorded in the Construction Book or directly in the Final Quantity Book.

Final Quantity Book: Final quantity for payment will be entered in the Final Quantity Book, signed, dated, and referenced to measurements and calculations. Quantities will be determined from surface area measurements to limits authorized by the Resident and to depths shown on the plans.

If riprap or stone fill is placed under water or on rough, irregular ground as required by the Resident or called for on the plans, quantity for payment can be measured by delivery slip with no reduction in volume. Reference is made to Section 610.05 of the Specifications.

Measurement and Payment

If the source of material is rock excavation, there will be no deduction from borrow, even though rock excavation is designated for use in the embankment, i.e., even though the project is a "borrow" job. Specifications, Division 100, Section 104.3.13 allows the use of ledge for items designated under this Section without deduction from borrow.

There will be no payment for excavation beyond the face of riprap, stone ditch protection, and stone blanket; only the excavation from original ground to face of the finished slope is allowed, i.e., excavation is incidental to riprap where rock is actually placed. More detailed explanation is given in Section 610 of the Specifications. **All calculations and data entries must be signed, dated, and checked; the checker must sign and date their work.**

615.5 Loam. 616.5 Sod. 618.5 Seed. 619.5 Mulch - Field Documentation. Measurement. and Payment.

These Sections describe the recordkeeping necessary to document and measure for payment loam, sod, seed, and mulch placed on the project.

Field Documentation.

Project Diary, Inspector's diary/Daily Report: The Resident or Inspector will keep notes describing the Contractor's loam, sod, seed, and mulch operations. They will record location of areas worked, personnel, equipment, and weather conditions. Depth of loam will be spot checked and recorded; loading of the hydroseeder with seed, lime, fertilizer, and mulch will also be documented.

Contract Specifications require that, at the Resident's directive, a second seeding be applied within 60 calendar days of the first seeding at the Contractor's expense if there is no acceptable growth of grass at the first seeding. The Resident must notify the Contractor before the end of the 60-day period for the Specifications requirements to remain valid. Reference is made to seed Specifications in the Contract Book for further clarification.

Measurement and Payment.

Final quantity for payment will be plan quantity or the quantity determined from measurements.

Plan Quantity. Specifications state that final payment for seed and mulch will be based on the quantities shown in the Schedule of Items if estimated areas agree within 15 percent of actual areas. A review and check of the Engineer's Estimate for reasonableness is an acceptable way to verify the quantity shown in the Schedule of Items. The plan quantity will be adjusted, upward or downward, if changes are made in the field.

Measurements. If the plan quantity is inaccurately figured or has no basis, i.e., is a "throw in" amount, quantities of seed and mulch will be determined from field measurements or from dimensions scaled off the plans.

The accuracy and frequency of measurements will depend on the project. On a rural overlay job, station-to-station limits and typical widths scaled off the plans or field measured are acceptable. On an urban job, areas will be divided into common shapes and field measured by length and width.

Loam and sod will be field measured. Field measurements and scaled measurements will be entered in the Construction Book, signed, and dated. Final pay quantity will be entered in the Final Quantity Book and labeled as such, signed and dated; references will be made to source documentation such as measurements and loading of the hydroseeder. **All calculations and data entries must be signed, dated, and checked; the checker must sign and date their entries.**

626.5 Foundations. Conduit, and Junction Boxes for Highwav Signing. Lighting, and Signals - Field Documentation. Measurement. and Payment.

Field Documentation.

Project Diary, Inspector's Diary/Daily Report, Sign Book: The Resident or Inspector will keep notes regarding the Contractor's progress of work on the installation of foundations, poles, signs, lights, and traffic signals. The Resident or Inspector will document inspection and approval of forms, re-steel or steel wire mesh, anchor rods, and conduit in the foundation units.

The Resident or Inspector should keep a log of foundations installed, lengths of conduit buried, junction boxes sign locations, signal support poles and light pole foundations and documented in an Inspectors Diary or Construction book

If the project is primarily a signing or lighting job, the Resident should set up a "Sign Book" before the Contractor begins work. Signs will be identified in this book by location. The Resident or Inspector will note type of sign required and will record when the foundation is placed, when the poles, signs and lights are erected, and length of conduit and wiring installed. As noted above, inspection and acceptance of forms, re-steel, anchor rods, and conduits will be recorded; other pertinent information will be noted as required.

Measurement and Payment.

Final Quantity Book: Final quantity for foundations, junction boxes, conduit, and wiring will be entered under the appropriate items in the Final Quantity Book. Reference will be made to field counts or field measurements. The Sign Book can be eliminated if signing and lighting are not a major portion of the contract; measurements and documentation can be entered directly in the Final Quantity Book or in the Construction Book. **All calculations and data entries must be signed, dated, and checked; the checker must sign and date their work.**

629.5 Hand Labor 631.5 Equipment Rental Field Documentation. Measurement. and Payment.

Field Documentation.

Daily Report of Labor and Equipment Rental: The Resident will use this form to document hours for payment. Approval for hourly work, if not bid items, will be in writing by Work Order, and verbally by the Resident if bid items are involved. A detailed explanation of the work performed, inspected and accepted, and reference to the pertinent work order or "authorization by the Resident" should be noted in the Remarks section of the Report.

For sample project diary entries ref page 63, for final quantity book entries ref page 77, for inspectors diary entries ref page 90 & 91, and for a sample DREW from ref page 98

Measurement and Payment.

Whereas payment for hourly work often is extra and unforeseen and therefore authorized by work order, the Resident should refer to Division 100 of this Manual and the Specifications for explanation of price determination for labor and equipment.

Section 109 of this Manual further explains the circumstances under which a Work Order is required.

Specifications, Section 629, allow payment for overtime labor under the following circumstances:

A. When the Resident requires the work to be done during the Contractor's normal overtime hours.

B.. When the Resident directs the Contractor to do the work within a limited period of time and overtime is necessary to complete the work.

C. When the work is of an emergency nature and overtime is required.

Final Quantity Book: Final quantities for payment will be entered under the appropriate hourly items as bid, and will be signed, dated and referred to Daily Reports of Labor and Equipment Rental.

All calculations and data entries must be signed, dated, and checked; the checker must sign and date their work.

Division 900 – Project Record and Closeout

This Division explains how the Resident is to prepare project records for close-out and final payment.

Section	Title
901	Preparation of Project Records
902	Review, Close-out, Final Payment

SECTION 901 - PREPARATION OF PROJECT RECORDS

901.1 General This Section describes the requirements for preparation of the project records by the Resident for final review. Field record-keeping and testing procedures for the individual pay items are explained in the appropriate sections of this Manual.

Project Records. Project records are grouped as follows:

Section	Title
901.2	Project Diary
901.3	Final Quantity Book
901.4	Construction Book
901.5	Drainage Book
901.6	Inspectors Diary
901.7	Final Quantity Computation Book
901.8	Testing File
901.9	Miscellaneous Records

901.2 Contents of a Project Diary

Every job must have a Project Diary, or, in the case of Field Manager, a Daily Diary or a combination Daily Diary and Inspector's Daily Report. The Project Diary is intended to give the reader a general accounting of the Contractor's and subcontractors' day by day activities such as: pay items worked and ,locations, source and disposition of excavation, borrow, gravel, and pavement grindings, All Directives given to the Contractor and non-routine matters must be recorded as well. Examples are: Traffic Accidents, the Contractor adherance to traffic maintenance and erosion control, disregarding contract Specifications, not staffing the job appropriately to complete work within required time limits, and other issues that could result in contractor claims. Matters dealing with town officials, utilities, developers, and other abutters should also be recorded. Information recorded in the Project Diary/Daily Diary should be factual and pertinent information; personal opinions and speculative remarks should not be included.

Examples of a project Diary template and typical boilerplate entries are located in Appendix A pgs 89 through 94.

901.3 Contents of a Final Quantity Book

Final Quantity Book/Item History to Date: The Final Quantity Book, or Item History to Date if the job is set up using Field Manager, is the mainspring of the project records. Every bid item originally in the contract and all work orders involving additional payment must be entered in this book; no job can be paid off without it.

Funding of a contract is sometimes divided into several funding sources, which usually result in pay items being grouped under different categories and PINs within the contract. The Final Quantity Book must be organized to reflect the different categories and pin numbers. PINs and categories will show on the first progress estimate, but if the Resident needs this information before the first estimate is issued, the Contracts Section will provide it.

A reference trail from the final pay quantity to the original documentation, whether it is notes of inspection and acceptance, measurements, or computations, must always be provided. It is suggested that the Resident and their inspectors enter original documentation and calculations to the extent feasible, directly in the Final Quantity Book

Urban full construction or reconstruction projects usually involve the town, sewer/water districts or other utilities. A formal agreement called a Municipal Agreement or a City- State Agreement drawn up between the parties will stipulate payment responsibilities and other contractual responsibilities. These agreements will frequently make the Town or the Utility District liable for a share of the project cost. The Resident should have a copy of these agreements; there may be several and they are available from the Project Manager. Items involved will normally show as a category in the progress estimate, but if not, they still need to be entered as a separate entity in the Final Quantity Book.

The Final Quantity Book/Item History to Date will have no more than one item per page. Item number, description, and estimated quantity will be entered at the top of the page. Final pay quantity will be entered at the bottom and so labeled. **All entries in the Final Quantity Book must be signed, dated, and checked; the checker must sign and date each entry as well. All final quantitites in the Item History to Date must also be signed, dated, and checked, and the checker must sign and date the entries. Signatures in the Item History to Date may be signed manually or an electronic signature can be used.**

Examples of Final Book entries are located in Appendix A pgs 65 through 79.

901.4 Contents of a Construction Book

Construction Book: This book is a catch-all; whether the Resident uses Field Manager or the conventional method of keeping project records, i.e., field books, a "construction book" is handy to have and usually necessary. Complex field measurements, field data, or sketches that must be recorded before that work is buried and cannot be easily recorded in the Final Quantity Book/Item History to Date can be entered in the Construction Book.

Typically, measurements for riprap, loam, seed, mulch, undercuts, top of ledge elevations, boulders, gravel used for traffic maintenance, grade checks on concrete forms and drainage systems, and layout in general will be entered in the Construction Book.

One form of a Construction book is referred to as a Grade Check Book. On a large, full construction project a grade check book should be set up prior to the work being done. This book will provide the Inspector with a handy tool to use for checking subgrade, top of gravel ("fine-grading"), ditches and backslopes. A copy may be given to the Contractor's grade foreman for them to use. The Contractor's foreman is in effect performing a Quality Control activity and the Department's Inspector is performing a Quality Assurance activity by checking, at random, the Contractor's grading accuracy.

Examples of a Construction Book entries are located in Appendix a pgs 80 through 88.

Examples of a Grade Check Book entries are located in Appendix a pgs 81 and 83 .

901.5 Contents of a Drainage Book

Drainage Book: If a job has a large quantity of drainage, such as on a complex urban project, documentation of drainage installations should be entered in a separate book called a Drainage Book. This book should be organized before the work is done; each run of pipe and each catch basin or manhole would have its own page or pages.

As the work progresses, inspector's notes and measurements would be entered under the appropriate run: length of pipe and catch basins installed, gravel used for traffic maintenance, undercutting and bedding material used, ledge removed, riprap at pipe iniets or outlets, or utilities encountered, could be part of the daily entries. Quantities for payment would then be summarized in this book and transferred into the Final Quantity Book/Item History to Date.

Examples of Drainage Book entries are located in Appendix a pgs 84, 86, 90 & 91.

901.6 Contents of an Inspectors Diary

Inspector's Diaryl1nspector's Daily Report: If a job is staffed by more than one inspector, the Resident may want the inspectors to keep diaries. This diary would contain the same boilerplate information as the Project Diary but would have a more detailed accounting of the Contractor's activities and progress of work. The Inspector's observation notes and some measurements may also be recorded. Again, only pertinent and factual information should be included; no personal opinions or speculative statements should be included.

Examples of an Inspectors Diary entries are located in Appendix a pgs 89 through 94.

901.7 Contents of a Final Quantity Computations Book.

This book contains all computations that support pay quantities and that are done on 8 ½ by 11 sheets or other loose sheets. These computations may be done manually or may be computer generated. Whether the Resident uses the conventional paper method or the software program Field Manager, a Final Quantity Computations Book will be needed, as necessary. Dimensions, measurements, and computer data used in the computations must be referenced to source, whether it is plans or field measurements. **All calculations and data entries must be signed, dated, and checked; the checker must also sign and date all calculations and data entries.**

Computation sheets will be filed by pay item, beginning with the lowest numbered. Example: Item 201 - Clearing. A summary sheet will precede the computations for each pay item. Totals shown on each summary sheet will be transferred to the appropriate pay item in the Final Quantity Book. The pages of each item should be numbered consecutively. Computation sheets will be bound together in a red binder, titled in one inch lettering: Project Number, Project Identification Number (PIN), Town, and Final Quantity Computations Book.

Daily Reports of Hourly Work and Flagger Reports should be filed in the Final Quantity Computations Book, located as items 629-631, and item 652, respectively. Following the item computation sheets is a copy of all Extra Work Orders, and Resident's Work Orders. A list of plotting rolls and plans, and a list of field books is also required. Index tabs will be used to locate each pay item or list.

901.8 Content of the Testing File.

The Minimum Testing Requirements, also known as the "Minimums", specify the frequencies and types of tests to be taken of materials used on the project. The Minimums are determined by the Materials Section in Bangor, and are available at the following network: Network Neighborhood/DOTBGRI/Shared/Minimums. General testing requirements will be found in each Section of this Manual. The Minimums may vary from these general testing requirements to meet the needs of each particular project. The Northern Area Acceptance Testing Supervisor issues the "Minimums" for all projects; he will e-mail the requirements to the Resident. Alternately, the "Minimums" are available at the above noted address.

Exhibit 20 is a sample set of Minimum Testing Requirements.

The Resident is to use the list of Minimum Testing Requirements as a guide to test job materials. The minimum number of any particular test should not be less than the listed requirement without justifiable reason. Changes are to be explained by memo filed with the item involved. The most frequently seen change is a decrease in the number of densities required. However, due to changes in material sources, borderline materials, or work being done in several small sections (mostly on urban projects), more tests than the minimum may be necessary. The Resident must use his discretion to determine when more tests are necessary. The Resident must also explain the outcome of failing materials, i.e., removed and replaced, or accepted on the basis of substantial conformance.

If a contract contains Acceptance Methods that allow pay adjustments for hot bituminous pavement and for concrete, the Contractor's QC test data and the Engineer's Q A test data will be filed together for each day such testing is performed under the pertinent item. Pay adjustment computations will also be flied with the test data. These calculations will be done by the Resident and checked by someone knowledgeable in the

calculation of pay adjustments.. The Contractor should be given the opportunity to review the adjustments before the Resident submits the project records to the Contracts Section for review.

The Testing File documents the quality of materials incorporated into the project. Reports and related data will be filed chronologically with the most recent on top and will be grouped and tabbed by pay item in the same order as shown on the list of Minimum Testing Requirements, a copy of which must be included in the front. The Testing File will be bound by a black acco-press binder and with the following information on white labels: Testing File, Project No., PIN, and Town. Index tabs will be used to separate and identify the items.

901.9 Miscellaneous Project Records

Project files consist of job records exclusive of final quantity computations, field books, and test data, turned in to the Contracts Section at the completion of the project. The following types of records should be grouped and submitted in manila envelopes: general correspondence, right-of-way records, utility records, submittals (shop drawings), permits, payrolls, payroll interviews, delivery slips, and cover slips. The envelopes should be labeled with the project number, town, and contents. Work orders, flagger reports, and daily work reports become part of the Final Quantity Computations Testing File. The preliminary engineering file, known also as "PE" file, the engineer's estimate and one copy of the bid book (Special Provisions) should also be turned in with the project records. Extra copies of the proposal book, delivery slips for hot mix asphalt, and progress estimates, vouchers, and estimate computations may be discarded before the project records are submitted for final review. The most recent progress estimate must be kept, as it will be used to prepare the Final Quantity Estimate during final review.

SECTION 902 – Review, Closeout and Final Payment

This Section describes the procedure the Resident is to follow when project records are submitted to the Project Review Unit of the Contracts Section for final review and close-out of the project.

902.1 General

The purpose of the final review is to assure that both the quality and quantity of materials and work performed by the Contractor are tested and documented according to
Departmental policy and procedure.

After the job records have been assembled as described in Section 901, the Resident will contact the Project Review Unit and make an appointment to submit the records for final review. This should take place within 60 calendar days of physical completion of the project. Physical completion is described in Section 107.9, Division 100, of the Specifications.

902.2 Review

The Resident and someone in the Contracts Section, the "Reviewer", will go over the project records together to assure that the final quantities for payment are substantiated by field measurements and other original documentation as required. A project review checklist, copy following, is to be used as a guide. Also at this time, the Testing File will be reviewed to verify that materials have been tested according to the list of Minimum Testing Requirements and Departmental policy.

Pages 99 through 102 are sample final review checklists and page 103 is a sample on-site review checklist.

Work and materials that are not documented and tested in accordance with Departmental policy may require additional tests, measurements, or field documentation, or may be shown as ,"non-participating" on the Final Quantity Estimate, that is, ineligible for Federal funds.

As part of the review, the Final Quantity Estimate will be made out and labeled as such used to make progress payments, the Resident should contact the Project Review Unit, prior to submitting records for review, so that a paper copy of the most recent progress estimate can be prepared. This estimate will then be used to make out the Final Quantity Estimate. Every project must have a paper copy of the Final Quantity Estimate as part *of* the final contract documents.

Quantities to be billed to Towns, Sewer & Water Districts, Utility Companies, Developers, and Abutters are to be summarized and forwarded to the Bureau of Finance & Administration. Municipal Agreements, discussed under section 901.3 are to be reviewed and billings done accordingly. The Reviewer and the Resident will prepare together, at the time of final review, the bills to be sent; the Reviewer will present these bills to the

Bureau of Finance and Administration.

It is sometimes the case, that it is necessary to go back to the job to do repair work or to make changes after the project has been completed and the Contractor has been released from further obligations. By FHW A agreement, work done after project completion that involves a change in design is participating. Work that consists of restoring to original condition as designed would be considered maintenance work and not eligible for Federal Funds.

It may be done by the original Contractor or a Contractor on an active project nearby, by Town forces, or Maintenance Division forces, depending upon costs and the availability of crews and equipment. Transfer of costs from the active project to the project involved, payments to the Town, and transfer of funds to the Maintenance Division will be done by the Contracts Section with the assistance of the Resident. A work order will be required to document costs and payment procedure.

In addition to the Final Quantity Estimate, the following final documents are also required:

Time Charge Report: This report shows the required contract completion date and actual completion date. The Resident will discuss time overruns with their supervisor and document resolution of such overrun by a memo to the Project Review Unit, whether it is a time extension or assessment of liquidated damages. A meeting with the Contractor may be required in the process. Exhibit 25 is a sample Time Charge Report.

Right-of-Way Encroachment Memo: This memo lists kind and location of encroachments within the right-of-way, only if new right-of-way is taken. Pre-existing encroachments need not be reported. Page 97 is a sample Right-of-Way Encroachment memo.

Contractor Evaluation: This form is an evaluation of the Contractor's performance during construction of the project. It must be completed and signed by the Resident and co-signed by the Contractor's' Superintendent. Page 105 is a sample Contractor Evaluation packet.

Explanation of Overruns and Underruns: Written explanations of overruns and underruns are no longer required when final records are submitted for review. Significant quantity overruns and underruns will be discussed at the final team meeting. The final team meeting will be coordinated by the Resident With the Project Manager. Minutes of the meeting will be written by the Resident and distributed to team members and functional managers.

The Resident should complete the above three documents prior to final review; these documents are available from the Contracts Section in Augusta. The Final Quantity Estimate will be made out during the final review process.

Two brief reports, in the form of memos to the project file and usually one page each in length, will be written by the Reviewer. One memo addresses final quantities and the other addresses testing of materials. The "Final Quantities" memo states that project records have been reviewed and properly substantiate quantities of work incorporated into the job, with exceptions if any. The "Testing Memo" states that the testing records have been reviewed and properly substantiate the quality of materials incorporated into the project, and again, exceptions are noted, if any. Secondary documentation and explanations are made part of the memos when there are exceptions.

It may be the situation that, at the completion of final review, there remains contractor issues that are unresolved, usually: potential liquidated damages, disagreement over pay factors for hot-mix asphalt or concrete, or contractor claims. The Resident likely will be called on to help settle these items by meeting in Augusta with their Supervisors and with the Contractor; this will be done before the Project Review Unit makes final payment and the project is closed out.

902.3 Close-Out and Final Payment.

A project cannot be closed out until all outstanding issues are resolved on the project and final payment is made.

Following the final review, the Contracts Section will send a copy of final quantities to the Contractor with a cover letter stating that the final quantities are included and what final documents are to be submitted arid issues remaining to be settled before final payment can be made. Contractor's final documents are:

1. Certificate of Materials, Section 700 - Specifications.
2. "Buy America" Statement, Appendix A, Section 3, Buy America, Div 100, Specifications.
3. Letter" All Bills Paid", Subs 1 0 1.2, Definitions-Closeout Documentation, Div-100, Specifications.

4. FHWAForm "PR-47" on projects with full Federal oversight over $1 million in estimated cost - Division 100,

Section 101.2 - Closeout Documentation of Division 100, Specifications, discusses the above listed documents. Contractor Evaluation Forms, and PR-47 Forms are available from the Contracts Section.

Contractors will not generally submit the "All Bills Paid" letter until they have seen the Final Quantity Estimate and have settled all items of contention with the Department, liquidated damages being the most frequent one.

A portion of the monies withheld from the Contractor (the "retent") may be paid at the time of final review or prior to it, depending on the status of the job. If there are no liquidated damages, no claims or disagreements with quantities, or no remaining work to be done in the field (such as clean-up), most of the retent may be paid. A fixed amount will be held pending the receipt of final documents.

After the Contractor submits the final documents to the Project Review Unit and all issues have been settled, final payment is made. This payment includes final adjustments, and also the remainder of the retent. When the "Final Estimate" is paid, the project records are filed with the Program. The Bureau of Finance and Administration will continue the close-out process by issuing the last check to the Contractor, and working with the FHW A for reimbursement for the Federal share of the project.

APPENDIX A

SAMPLE DOCUMENTATION

DATE | DAY | WEATHER

MDOT:

PERSONEL

CONTRACTOR

PERSONEL
EQUIPMENT
WORKING HOURS

SUB CONTRACTOR

PERSONEL
EQUIPMENT
WORKING HOURS

VISITORS

PROJECT ACTIVITIES:

- ITEM NUMBER, LOCATION & LIABLE CONTR/SUB
- SOURCE AND DISPOSITION OF ANY EXCAVATION
- SOURCE AND DISPOSITION OF GRAVEL AND BORROW
- NON-ROUTINE ACTIVITIES

A: CONTRACTORS' NON ADHERANCE TO CONTRACT SPEC'S: MTCD'S & SEWPC

B: MDOT DIRECTIVES GIVEN TO CONTRACTOR IE: C.O.RELOCATIONS, CHANGES IN DESIGN, UNDERCUTING & REWORK.

C: CONTRACTOR IS INADEQUETLY STAFFING THE JOB FOR THE TYPE OF WORK

D: ANYTHING RELATED TO POTENTIAL CONTRACTOR CLAIMS

E: ANY DISCUSIONS WITH TOWN OFFICIALS, UTILITIES, DEVELOPERS AND ABUTTERS

G: TRAFFIC ACCIDENTS & OTHER HAZARDS

ENTERED BY : NAME & DATE

PROJECT DIARY TEMPLATE

6/12/2002 | FRIDAY | SUNNY 80'S

MDOT: BILL BITTERMAN, RESIDENT
BILLY BOB BENNET, INSPECTOR

M&H: 6:00AM TO 5:00 PM

1 SUPT	1 COMPRESSOR
5 WORKERS	2 TRUCKS
2 LARGE EXC.	1 5 TON VIB ROLLER
1 APE	1 CHAMPION GRADER
1 D6 DOZER	

HASTINGS TREE REMOVAL SERVICES

ITEMS 652.361 AND 656.75
MTCD AND SEWPC INSPECTED AND ACCEPTED FOR THE WEEK

ITEM 201.23 SINGLE TREE
HASTINGS CUT AND REMOVED SINGLE TREE AT THE THE CORNER OF PINE STREET AND RT 4

ITEM 603.159 12" OPT III CULV PIPE
INSTALLED 12" OPT I CULV PIPE AT STA 12+56 RT

ITEM 604.097 6' B1-C CATCH BASIN
INSTALLED AT STA 12+56 RT

ITEM 631.2 STUMP CHIPPER
HASTINGS USED STUMP CHIPPER TO GRIND 2 STUMPS

M&H MULCHED ALL DISTURBED AREAS

COMPLAINT FROM BILL SIMPSON , PROJ SUPT ABOUT DELAYS FROM UTILITIES NOT SHOWN ON PLANS AS WELL AS SLOW PRODUCTION. HE THEY WILL KEEP RECORDS FOR POSSIBLE CLAIM. HE HAS ALSO REQUESTED INFORMATION ON ALTERNATE WORK AT THE OTHER END OF THE PROJECT STA 42+50 TO 45+75

ENTERED BY : BILL BITTERMAN 6-12-02

6/16/02 MONDAY FAIR 60'S 3

MDOT: BILL BITTERMAN, RESIDENT
BILLY BOB BENNET, INSPECTOR

M&H: 6:00AM TO 5:00 PM
1 SUPT 1 COMPRESSOR
5 WORKERS 2 TRUCKS
2 LARGE EXC. 1 5 TON VIB ROLLER
1 APE 1 CHAMPION GRADER

ITEM 304.10 ,STA 3+00 TO 4+25
AFTER PLACING/COMPACTING LOWER LAYER OF ASC GRAVEL, THE SUBGRADE MATERIAL BEGAN TO PUMPING INTO THE LOWER ASC GRAVEL LIFT. THE RESIDENT DIRECTED THE CONTRACTOR TO EXCAVATE AND REMOVE THE CONTAMINATED GRAVEL. ROADWAY STABILIZATION GEOTEXTILE WAS THEN PLACED ON THE SUB-GRADE SURFACE BEFORE PLACING ASC GRAVEL. THIS WORK WILL BE PAID UNDER ITEM 203.20 COMMON EXC AND 304.10 ASC-GRAVEL. REF TO BOOK 4 PAGES 5 THROUGH 7 FOR FIELD MEASUREMENTS ROADWAY STABILIZATION GEOTEXTILE WILL BE PAID PER RESIDENTS WORK ORDER #1 (AMOCO 2006 INSTALLED)

THERE WAS AN ACCIDENT ON THE PROJECT TODAY AT STA 2+25 AT 10:00 AM +/-. VEHICLE NO 1 (FORD EXPLORER PLATE NO 4356 JJ) REAR-ENDED VEHICLE NO 2 (CHEVY S-10 PLATE NO 763784 I) WHICH WAS STOPPED FOR FLAGGER ED KNOWLES WITHIN THE WORK ZONE. THE ACCIDENT WAS INVESTIGATED BY JOEL RAMICH OF THE FARMINGTON POLICE DEPT. ALL SIGNS WERE UP AND TRAFFIC CONTROL DEVICES WERE SATISFACTORY. REFER TO CORRESPONDENCE FILE FOR A COPY OF THE POLICE/ACCIDENT REPORT COMPLETED ACCIDENT REPORT AND FORWARDED TO THE MDOT LEGAL DEPT.

ENTERED BY : BILL BITTERMAN 06-16-02

6/17/02 MONDAY FAIR 70'S

MDOT: BILL BITTERMAN, RESIDENT
BILLY BOB BENNET, INSPECTOR

M&H: 6:00AM TO 6:00 PM
1 SUPT 1 COMPRESSOR
5 WORKERS 2 TRUCKS
2 LARGE EXC. 1 5 TON VIB ROLLER

SUB: PIKE IND, 4 ROLLERS, 1 PAVER, 12 TRUCKS, 1 SERVICE TRUCK, 1 WATER TRUCK & 1 BOBCAT.

PERSONNEL: 1 SUPT, 1 FOREMAN,7 SKILLED, 12 UNSKILLED, 2 LABORERS & 2 QC/QA WORKERS

ITEM 304.104
FINEGRADE COMPLETE AND ACCEPTED STA 22+00 TO 35+25

ITEM 403.207
PAVING OPERATIONS BEGAN AT STA 22+00 TO 35+25

CALL FROM BILL COBURN-FABRICATION INSPECTOR
RE: CONRETE CURBING. BILL HAD SOME CONCERNS ABOUT THE PERMABILITY. HE WILL VIST GAGNE THEIR VEAZIE TOMORROW AND WILL E-MAIL ME THE RESULTS OF THE TEST IF THERE IS A PROBLEM, REFER TO CORRES. FILE FOR RECORD.

ITEM 211.20
STA 2+00 TO 5+00, EXCESS MATERIALS FROM INSLOPE WORK REMOVED AND TAKEN TO APPROVED WASTE AREA (SMITH PIT)

ITEM 203.20
STA 2+00 TO 12+00, PIKES RECLAIMER ON PROJECT, STA 2+00 TO STA 5+00 TO REMOVE PVMT IN FULL EXCAVATION AREA, LOADER PLACING MAT'L IN TRUCKS TO BE STOCKPILED ON SITE AND PLACED AS ASG AT A LATER DATE. TO BE PAID AS COMMON EXC AND ASG. RECLAIMED STA 5+00 TO 12+00, GRADED AND COMPACTED, TO BE PAID AS 307.

DENNY DOYLE, MDOT, ON SITE TO TEST 307 COMPACTION

ENTERED BY : BILL BITTERMAN 6-17-02

202.20	COMMON EXCAVATION			600 CY @ $12.00	
STA	STA	QTY	ACC. QTY	ENT BY	DATE
15+00	21+00	600	600 ✓	BBB	37478
20+00	21+25	144.44 ✓	744.44 ✓		
16+25		68.67 ✓	813.11 ✓		
16+50		-1.46 ✓	811.65 ✓	BBB	
17+00	17+80	-11.59 ✓	800.06 ✓		
19+00	19+75	58.2	858.25		

FINAL PAY QUANTITY: 800.06 CY

ENTERED BY : BILL BITTERMAN 11-08-02

CHECKED BY: ABC 1-2-03 ✓

202.20 COMMON EXCAVATION (1)

REF
NOTE: THE ENGINEERS ESTIMATE WAS REVIEWED AND APPEARS TO BE REASONABLE AND ACCURATE.

REF: RWO NO 1; CONTRACTOR AGREED TO PLAN QTY PAYMENT PLUS ANY ADDITIONAL EXCAVATION OUTSIDE OF EXCAVATION LIMITS OR AS DIRECTED.

BK 3 PG 2 FOR SUBGRADE CHECKS

BK 3 PG 1
BK 3 PG 1
DEDUCT ROCK EXC, BK 4 PG 3
DEDUCT ROCK EXC, BK 3 PG 6
BK 4 PG X

203.21	ROCK EXCAVATION			600 CY @ $12.00	
			ACC.	ENT	
STA	STA	QTY	QTY	BY	DATE
17+50	17+80	11.59✓	11.59✓	BBB	8/20/2002
16+50		2.46 ✓	14.05✓	BBB	8/12/2002
21+25	22+20	14.6 ✓	28.65 ✓	BBB	8/12/2002

FINAL PAY QUANTITY: 24.64 CY

ENTERED BY : BILL BITTERMAN 11-08-02

CHECKED BY: ABC 1-2-03 ✓

202.20	COMMON EXCAVATION				(2)
REF					
CONSTRUCTION BK 3 PG 6					
INSP DIARY BK 4 PG 3					
CONSTRUCTION BK 3 PG 10					

203.25	GRANULAR	BORROW		600 CY @ $12.00	
			ACC.	ENT	
STA	STA	QTY	QTY	BY	DATE
30+00	32+00	275	275	BBB	37478
33+28 RT		21.43	276.43	BBB	
19+00	19+75	42.5	318.93		

FINAL PAY QUANTITY: 318.93 CY

ENTERED BY : BILL BITTERMAN 11-08-02

CHECKED BY: ABC 1-2-03

3

REF

NOTE: THE ENGINEERS ESTIMATE WAS REVIEWED AND APPEARS TO BE REASONABLE AND ACCURATE.

REF: RWO NO 1; CONTRACTOR AGREED TO PLAN QTY PAYMENT PLUS ANY ADDITIONAL EXCAVATION OUTSIDE OF EXCAVATION LIMITS OR AS DIRECTED.

BK 4 PG 2 MULTI PLATE BACKFILL COMPLETED TO PLANS & SPEC
BK 4 PG 2 FOR ADDITIONAL EXCAVATION (UNDERCUT)
BK 4 PG 2 MAINTENACE OF TRAFFIC

211.2	INSLOPE EXCAVATION			1500 FEET	@ $3.00/ft
STA	STA	LENGTH	ACC. LENGTH	ENT BY	DATE
2+00RT	3+25RT	125' ✓	125' ✓	BBB	6/20/2002
4+05FT	5+00RT	95' ✓	220' ✓	BBB	6/20/2002
5+40RT	6+00RT	60' ✓	280' ✓	BBB	6/20/2002
6+35RT	6+75RT	40' ✓	320' ✓	BBB	6/20/2002
8+25RT	9+50RT	125' ✓	445' ✓	BBB	6/21/2002
10+80RT	11+90RT	160' ✓	605' ✓	BBB	6/21/2002
1+00 LT	12+00 LT	435' ✓	1040' ✓	BBB	6/26/2002
21+50RT	22+50RT	100' ✓	1140' ✓	BBB	6/27/2002
23+25RT	24+50RT	125' ✓	1265' ✓	BBB	6/27/2002
25+35RT	25+55RT	25' ✓	1290' ✓	BBB	6/27/2002
26+50RT	26+75RT	25' ✓	1315' ✓	BBB	6/27/2002
27+75 RT	28+25RT	50' ✓	1365' ✓	BBB	6/27/2002
28+50RT	29+50RT	100' ✓	1465' ✓	BBB	6/27/2002
21+00LT	30+00LT	325' ✓	1790' ✓	BBB	7/1/2002

FINAL PAY QUANTITY: 1790 FT ✓

ENTERED BY : BILL BITTERMAN 11-08-02

✓ CHECKED BY: BWD1-2-03

REF.

DIRECT ENT.

completed accord to plan/spec, waste hauled to Smith's waste area

REF TO INSP DIARY #1 PAGE 5

DIRECT ENT.

completed accord to plan/spec, waste hauled to Ames waste area

REF TO INSP DIARY #1 PAGE 8

304.104 AGGREGATE SUBBASE COURSE GRAVEL-PLAN QTY

STA	STA	QTY	ACC. QTY	ENT BY	DATE
15+00	21+00	600	600	BBB	37489
20+00	21+25	69.44	669.44		

FINAL PAY QUANTITY: 669.44 CY

ENTERED BY : BILL BITTERMAN 11-08-02

CHECKED BY: ABC 1-2-03

600 CY @ $16.00/CY

7

REF

NOTE: THE ENGINEERS ESTIMATE WAS REVIEWED AND APPEARS TO BE REASONABLE AND ACCURATE.

REF: RWO NO 1; CONTRACTOR AGREED TO PLAN QTY PAYMENT PLUS ANY ADDITIONAL EXCAVATION OUTSIDE OF EXCAVATION LIMITS OR AS DIRECTED.

BK 3 PG 4 THRU 16 FOR FINEFRADE CHECKS

ADDITION MATL USED IN DRIVES, REF INSP DIARY PG 22-32

307.32 FULL DEPTH RECYLED PAVEMENT (UNTREATED

STA	STA	AREA	ACC. LENGTH	ENT BY	DATE
30+50	58+75	7,525	27,525	BBB	

FINAL PAY QUANTITY: 27,525 SY

ENTERED BY : BILL BITTERMAN 11-08-02

CHECKED BY: ABC 1-2-03

27,525 SY @ $4.00/SY

8

REF

NOTE: THE ENGINEERS ESTIMATE WAS REVIEWED AND APPEARS TO BE REASONABLE AND ACCURATE.

REF: RWO NO 1; CONTRACTOR AGREED TO PLAN QTY PAYMENT PLUS ANY ADDITIONAL EXCAVATION OUTSIDE OF EXCAVATION LIMITS OR AS DIRECTED.

REF CONSTRUCTION BK 3, PG 10-12 FOR FINEGRADE CHECKS

403.208	HOT MIX ASPHALT, 12.5 MM				
COVER SLIP NO	DATE	QTY	ACCUM QTY	M.L.	ACCUM M.L.
3456	8/4/2002	1,856.25 ✓	1,856.25	1,856.25 ✓	1,856.25 ✓
3457	8/5/2002	1,795.50 ✓	3,651.75	1,795.50 ✓	3,651.75 ✓
3458	8/6/2002	1,601.25 ✓	5,253.00	1,300.00 ✓	4,951.75 ✓
3460	8/7/2002	1,109.50 ✓	6,362.50		
3461	8/16/2002	1,649.25 ✓	8,011,75	1,649.25 ✓	6,601.00 ✓
3466	8/17/2002	1,780.50 ✓	9,792.25	1,540.50 ✓	8,141.50 ✓
3469	8/18/2002	963.75 ✓	10,756.00		
TOTALS			10756.50 ✓		8,141.50 ✓
3470	37487	230.50	** ✓		

FINAL PAY QUANTITY: 10,756.00 MG (PARTICIPATING)

ENTERED BY : BILL BITTERMAN 11-08-02

CHECKED BY: ABC 1-2-03 ✓

FINAL PAY QUANTITY: 230.50 TONS ✓ (NON-PARTICIPATING)

ENTERED BY : BILL BITTERMAN 11-08-02

CHECKED BY: ABC 1-2-03 ✓

10,850 MG	TONS @ $41.00/TON			600 CY @	(9)
SHLDR QTY	ACCUM QTY	LOT NO	ENT BY	DATE	
		1	BBB	8/5/2002	
		1	BBB	8/6/2002	
301.25 ✓	301.25 ✓	1	BBB	8/7/2002	*
1,109.50 ✓	1,410.75 ✓	1	BBB	8/8/2002	
		2	BBB	8/17/2002	
240.00 ✓	1,650.75 ✓	2	BBB	8/18/2002	
963.75 ✓	2614.50 ✓	2	BBB	8/19/2002	
	2614.50 ✓				

* REF INSPECTORS DIARY BK 4 PAGE 23FOR QTY BREAKDOWN

** NON-PARTICIPATING MIX ON MAPLE LANE TO BE PAID BY TOWN OF FARMINGTON

502.21 STRUCTURAL CONCRETE, ABUTMENTS AND

DATE PLACED	LOCATION	QTY (CY)	ACCUM QTY	ENT BY
5/17/2002	N. ABUTMENT FTG	18.35 ✓	18.35	BBB
5/19/2002	S. ABUTMENT BREASTWALL	8.03 ✓	26.38	BBB
6/2/2002	S. ABUTMENT FTG	17.39 ✓	43.77	BBB
6/4/2002	S. ABUTMENT BREASTWALL	8.41 ✓	52.18 ✓	BBB

FINAL PAY QUANTITY: 52.18 CY

ENTERED BY : BILL BITTERMAN 11-08-02

CHECKED BY: ABC 1-2-03 ✓

RETAINING WALLS. 250 CY @ $525.00/CY

(12)

DATE	REF
	F.Q. COMP SECTION 502 FOR F.Q. CALCULATIONS
	PROJECT TESTING FILE SECTION 502
5/17/2002	BK 5 PG 10 FOR FORMS/RE-STEEL CHECKS
5/19/2002	BK 5 PG 10 FOR FORMS/RE-STEEL CHECKS
6/2/2002	BK 5 PG 11 FOR FORMS/RE-STEEL CHECKS
6/4/2002	BK 5 PG 11 FOR FORMS/RE-STEEL CHECKS

502.22 STRUCTUAL CONCRETE, ABUTMENTS AND RETAINING

DATE PLACED	LOCATION	QTY (CY)	ACCUM QTY	ENT BY
5/2/2002	N. ABUTMENT FTG	9.56	9.56	BBB
5/20/2002	S. ABUTMENT FTG	10.51	20.07	BBB

FINAL PAY QUANTITY: 20.07 CY

ENTERED BY : BILL BITTERMAN 11-08-02

CHECKED BY: ABC 1-2-03

WALLS (PLACED UNDER WATER) $325/CY

13

DATE	REF
5/3/2002	DEL SLIP #5832, WASTED 2 CY, INSP. DIARY PG 12 FOR ELEV CHECKS
5/21/2002	DEL SLIP #5832, WASTED 1.26 CY, INSP. DIARY PG 12 FOR ELEV CHECKS

F.Q. COMP SECTION 502 FOR F.Q. CALCULATIONS

503.12 REINFORCING STEEL, FABRICATED AND DELIVERED

LOCATION	LBS	ACCUM LBS	ENT	DATE
N ABUT FTG	1563	1563	BBB	3/7/2003
N ABUT BRST WALL	2525	4088		
N ABUT WEST WING	1375	5463		
N ABUT EAST WING	1375	6838		
S ABUT FTG	1563	8401		
S ABUT BRST WALL	2525	10926		
S ABUT WEST WING	1250	12176		
S ABUT EAST WING	1410	13586		

FINAL PAY QUANTITY: 13,536 lbs

ENTERED BY : BILL BITTERMAN 11-08-02

CHECKED BY: ABC 1-2-03

13,536 LB @ $0.50/LB

(13)

REF		
BK 3 PAGE	7	BK 2 for notes of inspection and acceptance
BK 3 PAGE	8	
BK 3 PAGE	9	
BK 3 PAGE	10	
BK 3 PAGE	11	
BK 3 PAGE	12	
BK 3 PAGE	12	
BK 3 PAGE	12	

509.12 STEEL STRUCTURAL PLATE PIPE ARCH

DATE

7/18/2002 PIPE DELIVERED ON PROJECT TODAY AND FOUND TO BE FREE ANY DAMAGE DUE TO DELIVERY.

7/23/2002 REMOVED EXISTING STEEL PIPE

7/25/2002 INSTALLED 1 STRUCTURAL STEEL PLATE ARCH PER LINE, GRADE AND SPEC. AND IS ACCEPTED AS OF THIS DAY.

FINAL PAY QUANTITY: 1 LUMP SUM

ENTERED BY : BILL BITTERMAN 11-08-02

CHECKED BY: ABC 1-2-03

1 L.S. @ $32,000

15

REF:

FOR NOTES OF INSPECTION REF INSP. DIARY PG 8-12

TORQUE CHECKS BK 4 PG 32

511.07 COFFERDAM

DATE INSTALLED	DATE REMOVED	ENT BY	DATE:
7/19/2002		BBB	
7/20/2002		BBB	
	7/22/2002	BBB	

FINAL PAY QUANTITY: 1 LS

ENTERED BY : BILL BITTERMAN 11-08-02

CHECKED BY: ABC 1-2-03

1 LS @ $11,000

(16)

REF

DOWNSTREAM COFFERDAM INSPECTED AND ACCEPTED,
INSP DIARY BK 4 PG 3

UPSTREAM COFFERDAM INPSECTED AND ACCEPTED,
INSP DIARY BK 4 PG 22

UPSTREAM/DOWNSTREAM COFFERDAM REMOVED TODAY AND
THIS ITEM IS COMPLETE.

REF INSP DIARY BK 4 PG 5-20 FOR NOTES OF INSPECTION

631.12 ALL PURPOSE EXCAVATOR (INCL OPERATOR)

DREW NO.	NO OF HRS	ACCUM HRS	ENT BY	DATE
1	2 ✓	2 ✓	BBB	7/1/2002
2	10 ✓	12 ✓	BBB	7/6/2002
3	3 ✓	15 ✓	BBB	7/16/2002
5	8 ✓	23 ✓	BBB	7/25/2002
6	10 ✓	33 ✓	BBB	8/5/2002
8	8 ✓	41 ✓	BBB	8/12/2002
TOTAL		41 ✓		

FINAL PAY QUANTITY: 41 HRS ✓

ENTERED BY : BILL BITTERMAN 11-08-02

CHECKED BY: ABC 1-2-03 ✓

20HRS @ 100.00/HR

(22)

REF
INSP DIARY BK4 PAGE 4
INSP DIARY BK 4 PAGE 12
INSP DIARY BK 4 PAGE 13
INSP DIARY BK 4 PAGE 22
INSP DIARY BK 4 PAGE 55, REF CONTRACT MOD #5
INSP DIARY BK 4 PAGE 56, REF CONTRACT MOD #5

652.33 DRUMS

DATE COUNTED	EA	REF	ENT BY	DATE
9-27-01	10	DIRECT ENT	BBB	9/27/2002
10-15-01	22		BBB	10/05/2002
10-30-01	22		BBB	10/10/2002
10-25-01	36		BBB	10/25/2002
11-05-01	66	BK 3 PGE XX ✓	BBB	11/5/2002
11-10-01	25	DIRECT ENT	BBB	11/20/2002
11-17-01	30	DIRECT ENT	BBB	12/5/2002

MAXIMUM AMOUNT = 66 DRUMS ✓

FINAL PAY QUANTITY: 66 EA ✓

ENTERED BY : BILL BITTERMAN 12-10-02

CHECKED BY: ABC 1-2-03 ✓

50 EA @ $65.00

1

656.75 TEMP SOIL EROSION AND WATER POLLUTION

ACCEPTED	INSPECTED	WEEK ENDING
O.K.		8/8/2002
	O.K.	8/15/2002
	O.K.	8/22/2002
	O.K.	8/29/2002
	O.K.	9/6/2002
	REF TO REMARKS	9/10/2002
	REF TO REMARKS	9/11/2002
	O.K.	9/13/2002
	O.K.	9/20/2002

FINAL PAY QUANTITY: 1 LS OF $20,000 ✓

ENTERED BY : BILL BITTERMAN 11-08-02

CHECKED BY: ABC 1-2-03 ✓

1 L.S. @ $20,000

REMARKS

MIKE CLARK, OES, REVISED AND APPROVED SEWPCP, PAY 10%

PAID 50%

✓ DEDCUT $100 FOR NON COMP TO PLAN, REF TO CORRESPENCE DATED 9/10/02 AND PROJECT DIARY PAGE 45

✓ DEDCUT $100 FOR NON COMP TO PLAN, REF TO CORRESPENCE DATED 9/11/02 AND PROJECT DIARY PAGE 70

NOTE: THE DEDUCTIONS ARE MADE UNDER SAME ITEM # W.O. SS, FOR A $200 LS DEDUCT

202.20 COMMON EXCAVATION

COMMON EXC STA 20+00 TO 21+25 (TAPERED ENDS)
FROST HEAVE AREA

SECTION	W1	W2	DEPTH	AREA SF	LENGTH	VOLUME
1	0	0	0	0		
					25	487.5
2	24'	28'	1.5'	39		
					75	2925
3	24'	28'	1.5'	39		
					25	487.5
4	0	0	0	0		
				TOAL VOLUME =		3900 CF

ITEM 202.20
TOTAL VOLUME FOR THIS SECTION = (3900)/27 = 144.44 CY

ITEM 304.104 ASG QTY = 144.44 CY

ENTERED BY : BILL BITTERMAN 11-08-02

CHECKED BY: ABC 1-2-03

DEPTH = 18"

202.20
COMMON EXC STA 16+25 L
REGRADING ENTRANCE TO MATCH NEW ROADWAY ELEV

DATE	TRUCK NO	NO OF LOADS	VOLUME VOL/LOAD	VOLUME CY
37530	117	2	10.5	21
37530	120	3	11.2	33.6
10/2/2002	117	1	10.5	10.5
10/2/2001	120	1	11.2	11.2
			TOTAL	76.3 CY

T.M. QTY REDUCTION

ITEM 202.2 TOTAL QTY .9(76.3) = 68.67 CY

REFER TO BOOK #4 PAGE 60 FOR TRUCK MEASUREMENTS

ITEM 304.104
NOTE: TRUCK REMOVED EXC AND RETURNED WITH ASC
WITH ONE ADDITIONAL LOAD BY TRUCK NO 117

TOTAL	76.3 CY
TRK #117	10.5
	86.8 CY

T.M. QTY REDUCTION
ITEM 304.104 TOTAL QTY .8(86.8) = 69.44 CY

ENTERED BY : BILL BITTERMAN 11-08-02

CHECKED BY: ABC 1-2-03

SUBGRADE CHECKS

LEFT 16'	LEFT 12'	STA ℄	RIGHT 12'	RIGHT 16'
		15+00		
		15+50		
		16+00		
		16+50		
		17+00		
		17+50		
		18+00		
		18+50		
		19+00		
		19+50		
		20+00		
		20+50		
		21+00		

CHECKED & FOUND TO BE WITHIN ALLOWABLE TOLERANCES, ENT BY BBB 8-2-02

CHECKED & FOUND TO BE WITHIN ALLOWABLE TOLERANCES, ENT BY BBB 8-2-02

CHECKED & FOUND TO BE WITHIN ALLOWABLE TOLERANCES ENT BY BBB 8-3-02

CHECKED & FOUND TO BE WITHIN ALLOWABLE TOLERANCES ENT BY BBB 8-3-02

CHECKED BY B. SMITH 10-10-02

NOTE: DEPTHS EXPRESSED IN INCHES BELOW C-1' F.G (2)

LEFT 16'	LEFT 12'	STA ℄	RIGHT 12'	RIGHT 16'
-2%	-2%	15+00	-2.0%	-2%
25"	24"	21"	24"	24.75"
-2%	-1.50%	15+50	-2.0%	-2%
24.25"	23.25"	21"	24"	24.75"
-2%	-1.0%	16+00	-2.0%	-2%
23.5"	22.5"	21"	24"	24.75"
-2%	-0.50%	16+50	-2.0%	-2%
22.75"	21.75"	21"	24"	24.75"
-2%	+1.0%	17+00	-2.0%	-2%
20.5"	19.5"	21"	24"	24.75"
-2%	+2.5%	17+50	-3.0%	-3.0%
18.5"	17.5"	21"	25.25"	26.75"
-2%	+4.0%	18+00	-4.0%	-4.0%
16.25"	15.25"	21"	26.25"	28.75"
-2%	+4.0%	18+50	-4.0%	-4.0%
16.25"	15.25"	21"	26.25"	28.75"
-2%	+2.5%	19+00	-3.0%	-3.0%
18.5"	17.5"	21"	25.25"	26.75"
-2%	+1.0%	19+50	-2.0%	-2%
20.5"	19.5"	21"	24"	24.75"
-2%	-0.5%	20+00	-2.0%	-2%
22.75"	21.75"	21"	24"	24.75"
-2%	-1.5%	20+50	-2.0%	-2%
24.25"	23.25"	21"	24"	24.75"
-2%	-2.0%	21+00	-2.0%	-2%
25"	24"	21"	24"	24.75"

CHECKED BY B. SMITH 10-10-02

TRUCK MEASUREMENTS

TRUCK	MEASUREMENTS	QTY M3
M# H	LXWXH	
#017	3,93X2.21X1.22=10.6	
	MINUS HOIST = 1.22X.46X.2=.112	
	TOTAL FOR TRUCK #017 = 10.6-.112 =	10.5
M# H	LXWXH	
#03	X2.21X1.22=10.6	
MINUS HOIST = 1.22X.46X.2=.112		
	TOTAL FOR TRUCK #03 = 10.6-.112 =	10.5
M# H	LXWXH	
#032	3.83X2.11X1.12=9.05	
	MINUS HOIST = 1.22X.46X.2=.112	
	TOTAL FOR TRUCK #032 = 10.6-.112 =	8.9
M# H	LXWXH	
#08	3.83X2.11X1.12=9.05	
	MINUS HOIST = 1.22X.46X.2=.112	
	TOTAL FOR TRUCK #08 = 10.6-.112 =	8.9

CHECKED BY: ABC 1-2-03

ENT BY	DATE
BBB	37470
BBB	37470
BBB	37470
BBB	37470

FINEGRADE CHECKS

LEFT 16'	LEFT 12'	STA	RIGHT 12'	RIGHT 16'
		15+00		
		15+50		
		16+00		
		16+50		
		17+00		
		17+50		
		18+00		
		18+50		
		19+00		
		19+50		
		20+00		
		20+50		
		21+00		

CHECKED & FOUND TO BE WITHIN ALLOWABLE TOLERANCES, ENT BY BBB 8-2-02

CHECKED & FOUND TO BE WITHIN ALLOWABLE TOLERANCES ENT BY BBB 8-3-02

NOTE: DEPTHS EXPRESSED IN INCHES BELOW C-1' F.G

LEFT 16'	LEFT 12'	STA ℄	RIGHT 12'	RIGHT 16'
-2%	-2%	15+00	-2.0%	-2%
4"	3"	0"	3"	4"
-2%	-1.50%	15+50	-2.0%	-2%
3.25"	2.25"	0"	3"	4"
-2%	-1.0%	16+00	-2.0%	-2%
23.5"	1.5"	0"	3"	4"
-2%	-0.50%	16+50	-2.0%	-2%
1.75"	.75"	0	3"	4"
-2%	+1.0%	17+00	-2.0%	-2%
-0.5"	-1.5"	21"	3"	4"
-2%	+2.5%	17+50	-3.0%	-3.0%
-2.5"	-3.5"	0"	4.25"	5.25"
-2%	+4.0%	18+00	-4.0%	-4.0%
-4.75"	-5.75"	0"	5.75"	6.75"
-2%	+4.0%	18+50	-4.0%	-4.0%
-4.75"	-5.75"	0"	5.75"	6.75"
-2%	+2.5%	19+00	-3.0%	-3.0%
-2.5"	-3.5"	0"	4.25"	5.25"
-2%	+1.0%	19+50	-2.0%	-2%
-0.5"	-1.5"	0"	3"	4"
-2%	-0.5%	20+00	-2.0%	-2%
1.75"	0.75"	0"	3"	4"
-2%	-1.5%	20+50	-2.0%	-2%
3.25"	2.25"	0"	3"	4"
-2%	-2.0%	21+00	-2.0%	-2%
4"	3"	0"	3"	4"

CHECKED BY B. SMITH 10-10-02

7/24/1900 STRUCTURAL EARTH EXC-MAJOR STRUCTURES

	BS	HI	FS	ELEV	REMOVAL DEPTH BELOW
TMB #3	3.8'	19.3'			FTG ELEV 8.5'
EL = 15.5'					
1			12.0	7.3	1.2'
2			12.3	7.0	1.5'
3			12.1	7.2	1.3'
4			12.5	6.8	1.9'

AVERAGE DEPTH OF UNDERCUT BELOW ELEV 8.5' = 1.5'

ITEM 206.082 STRUCT EARTH EXC-MAJOR STRUCT
VOLUME = .5(12+14) X 4' X 1.5' = 78 CF/27 = 2.89 CY

ITEM 203.25 GRAVEL BORROW
VOLUME = 2.89 X 1.15 (SWELL) = 3.32 CY

ITEM 206.092 STRUCT ROCK EXC-MAJOR STRUCT

TOP OF LEDGE ELEVATIONS

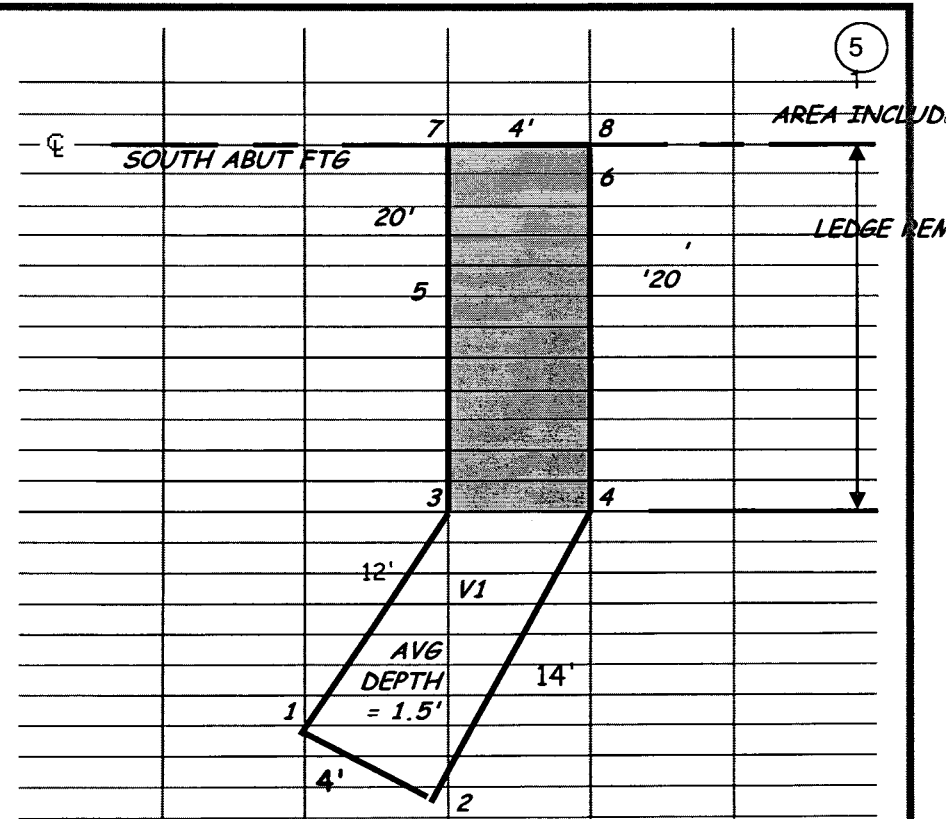
	BS	HI	FS	ELEV
3	3.8	19.3'	10.0	9.3'
4			10.2	9.1'
5			9.2	10.1'
6			8.8	10.5
7			8.4	10.9'
8			8.2	11.1'

TOP OF LEDGE WEIGHTED AVERAGE ELEVATION
= (9.3 + 9.1 + 2(10.1+10.5) + 10.9 + 11.1)/8 = 10.2'

BOTTOM OF LEDGE ELEVATIONS

	BS	HI	FS	ELEV
3	3.8	19.3'	12.3	7.0
4			12.2	7.1'
5			12.0	7.3'
6			12.1	7.2'
7			12.2	7.1
8			12.3	7.0

BOTTOM OF LEDGE WEIGHTED AVERAGE ELEVATION
= (7.0 + 7.1 + 2(7.3+7.2) + 7.1 + 7.0)/8 = 7.16



ITEM 206.092
VOLUME OF LEDGE ABOVE PLAN ELEV OF 8.5
VOLUME = (10.2-8.5) X 21.5 X 5.5' (18" PAY LIMIT) = 201.0 CF
VOLUME = 201.0 / 27 = 7.44 CY ✓

ITEM 000.00, STRUCT ROCK BELOW PLAN ELEV TO BE PAID
1.5 TIME 206.092
VOLUME OF LEDGE BELOW PLAN ELEV OF 8.5'
VOLUME = (8.5-7.15)' X 21.5' X 5.5' = 159.64 CF / 27 = 5.9 CY ✓

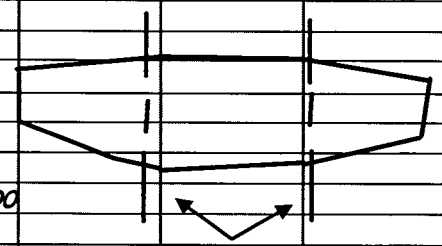
ITEM 502.22 CONCRETE UNDERWATER
REF DELIVERY SLIP NO BRI-9046
QTY PLACED ON LEDGE TO PLAN ELEV = 6.5 CY ✓

MEASURED/CALCULATED BY:BILL BITTERMAN 8-30-02
CHECKED BY: ABC 1-2-03 ✓

203.21 ROCK EXCAVATION

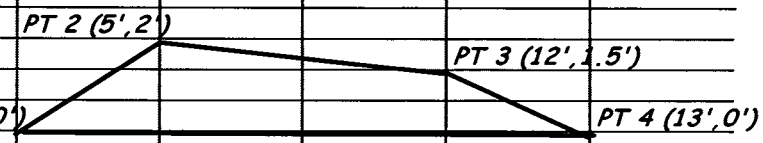
REMOVING ROCK ABOVE SUBGRADE STARTING AT STA 17+00

PLAN



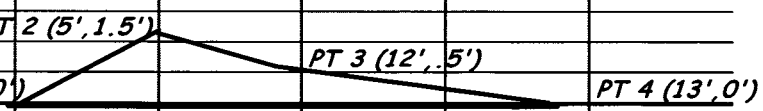
TWO SECTIONS WERE TAKEN AT STA 17+60 AND 17+72

SECTION AT STA 17+60
NOTE: ZERO ELEV DEPICTS SUBGRADE



TBM	BS	HI	FS	ELEV	
= SG	5.5	5.5			
PT 1			5.5	0'	✓
PT 2			3.5	2.0'	✓
PT 3			4.0	1.5'	✓
PT 4			5.5	0'	✓

SECTION AT STA 17+72
NOTE:ZERO ELEV DEPICTS SUBGRADE



TMB = SG	BS	HI	FS	ELEV	
		5.5			
PT 1			5.5	0	✓
PT 2			4.0	1.5'	✓
PT 3			5.0	.5"	✓
PT 4			5.5	0	✓

ENTERED BY : BILL BITTERMAN 11-08-02

CHECKED BY: ABC 1-2-03 ✓

AREA OF SECTION =
$.5((X_1(Y_4-Y_2)+X_2(Y_1-Y_3)+X_3(Y_2-Y_4)+X_4(Y_3-Y_1))$

AREA OF SECTION AT 17 + 60

POINT	X	Y	DIFFERENCE OF Y'S	DOUBLE AREA +	DOUBLE AREA -
1	0	0	0-2=-2		0 ✓
2	+5	+2	0-1.5=-1.5		7.5 ✓
3	12	+1.5	2-0=2	24 ✓	
4	+13	0	1.5-0=1.5	19.5 ✓	
1	0	0	0		0
				43.5 ✓	-7.5 ✓

TOTAL =+43.5-7.5=36 ✓
AREA = 36 X .5 = 18 SF ✓

AREA OF SECTION AT 17+ 80

POINT	X	Y	DIFFERENCE OF Y'S	DOUBLE AREA +	DOUBLE AREA -
1	0	0	0-1.5=-1.5		0 ✓
2	5	1.5	0-.5=-.5		2.5 ✓
3	12	0.5	1.5-0=1.5	18 ✓	
4	13	0	.5-0=.5	7.5 ✓	
1	0	0	0		0
				25.5 ✓	2.5 ✓

TOTAL =+25.5-2.5= 23 ✓

AREA= 23 X .5 = 11.5 SF ✓

VOLUME OF ROCK REMOVED

STA	AREA SF	AVERAGE AREA SF	LENGTH FT	VOLUME CF
17+50	0			
		9 ✓	10 ✓	90 ✓
17+60	18			
		14.75✓	12 ✓	177 ✓
17+72	11.5			
		5.75 ✓	8 ✓	46 ✓
17+80	0			

TOTAL VOLUME = 313/27 = 11.59 CY ✓

ITEM 203.21 = 11.59 CY, ITEM 203.20 DEDUCT 11.59 CY ✓

206.07	STRUCTURAL ROCK EXCAVATION				
206.07	STRUCTURAL ROCK EXCAVATION		FOR 12" UD TYPE C		
	FROM STA 10+80 TO 11+90				
	TRENCH PAY WIDTH = DIA + 18" = 30" = 2.5' ✓				
TOP OF ROCK ELEV.					
	BM	BS	HI	FS	ELEV
	#3 = 23.5'	4.5	19.0		
STA					
10+90				9.0	10.0 ✓
11+00				8.8	10.2 ✓
11+10				8.6	10.4 ✓
11+20				8.5	10.5 ✓
11+30				8.2	10.8 ✓
11+40				8.1	10.9 ✓
11+50				8.4	10.6 ✓
11+60				8.6	10.4 ✓
11+70				8.5	10.5 ✓
11+80				8.8	10.2 ✓
11+90				9	10 ✓
BOTTOM OF ROCK ELEVATIONS					
	BM	BS	HI	FS	ELEV
	#3 = 23.5'	4.2	19.3'		
STA					
10+85				9.7	9.6 ✓
10+90				9.6	9.7 ✓
11+00				9.4	9.9 ✓
11+10				9.5	9.8 ✓
11+20				9.5	9.8 ✓
11+30				9.4	9.9 ✓
11+40				9.6	9.7 ✓
11+50				9.5	9.8 ✓
11+60				9.4	9.9 ✓
11+70				9.5	9.8 ✓
11+80				9.6	9.7 ✓
11+90				9.5	9.8 ✓
11+95				9.7	9.6 ✓

8

STA	TOP LEDGE	BOTTOM LEDGE	AREA	AVG AREA L'	VOLUME
(BEGIN OF ROCK EXC)					
10+85	0	9.6	0		
				.25 X 5	1.25 ✓
10+90	10.0	9.8	0.5		
				.875 X 10	8.75 ✓
11+00	10.2	9.7	1.25		
				1.25 X 10	12.5 ✓
11+10	10.4	9.9	1.25		
				1.5 X 10	15 ✓
11+20	10.5	9.8	1.75		
				2.13 X 10	21.3 ✓
11+30	10.8	9.8	2,5		
				2.75 X 10	27.5 ✓
11+40	10.9	9.7	3		
				2.5 X 10	25 ✓
11+50	10.6	9.8	2		
				1.63 X 10	16.3 ✓
11+60	10.4	9.9	1.25		
				1.5 X 10	15 ✓
11+70	10.5	9.8	1.75		
				1.5 X 10	15 ✓
11+80	10.2	9.7	1.25		
				.875 X 10	8.75 ✓
11+90	10	9.8	0.5		
				.25 X 5	1.25 ✓
11+95	0	9.6	0		
(END OF ROCK EXC)					
			TOTAL VOLUME =		167.6 CF ✓

NOTE: ALL FINAL ROCK ELEV ABOVE THE FLOW LINE -1 FT
PAY LIMIT (PIPE ELEV. 10.4 TO 10.0)

ITEM 206.07
TOTAL VOLUME = 167.6/27=6.2 CY ✓

MEASURED & CALCULATED BY : BILL BITTERMAN 11-08-02
CHECKED BY: ABC 1-2-03 ✓

501.36 STEEL H-PILES

PILE NO.	HEAT NO.	DATE DRIVEN	LENGTH (FT)	CUT OFF	LENGTH
1	191244	5-2-02	50.32	4.1"	
	194352	5-6-02	40.26	11.33'	
DRIVEN LENGTH					89.3 ✓
2	191248	5'-2'-02	50.32	7.2"	
	194350	5-6-02	40.27	11'-6"	
DRIVEN LENGTH					89.0 ✓
3	191248	5'-2'-02	50.33	6"	
	194348	5-6-02	40.27	11'-0"	
DRIVEN LENGTH					89.2' ✓
4	191244	5'-2'-02	50.31	4"	
	194427	5-6-02	40.25	11'-6"	
DRIVEN LENGTH					89.3' ✓
5	191246	5'-2'-02	50.31	6"	
	194352	5-6-02	40.26	11'-2"	
DRIVEN LENGTH					89.1' ✓

PILE NO.	501.361 DRIVEN LENGTH (FT)	ACCUM (FT)	501.36 PILES DELIVERED (FT)	(FT)	ACCUM (FT)
1	89.3' ✓	89.3'	50.32' ✓	40.26' ✓	90.58
2	89.0' ✓	178.3	50.32' ✓	40.27' ✓	181.17
3	89.2' ✓	267.5	50.33' ✓	40.27' ✓	271.77
4	89.3' ✓	356.8	50.31' ✓	40.25' ✓	362.33
5	89.1' ✓	445.9 ✓	50.31' ✓	40.26' ✓	452.9' ✓

9

PILE NO:	1	2	3	4	5
	H	H	H	H	H

NORTH ABUTMENT

STREAM ←

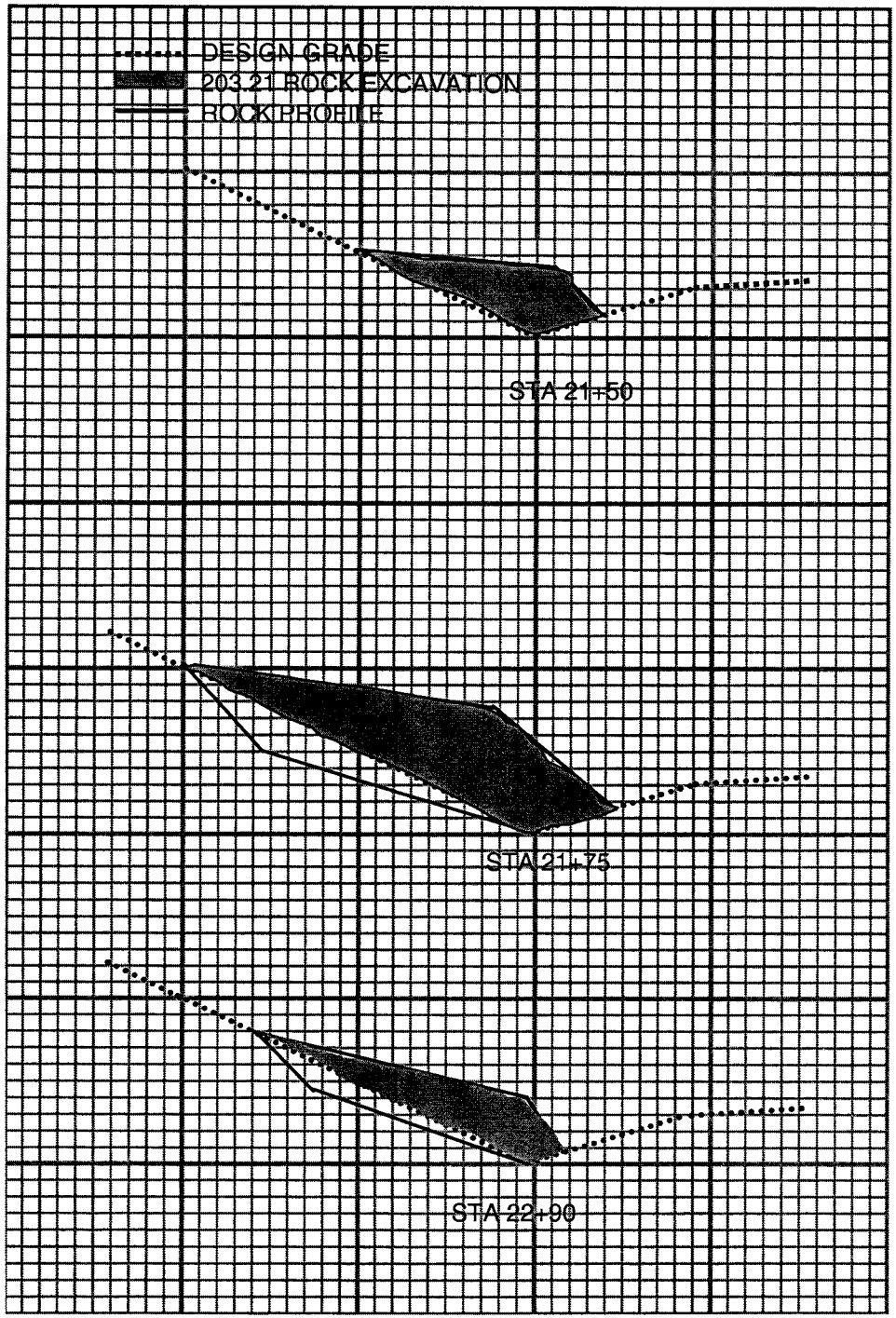
NOTE: THE PILE #'S ARE NOT THE SAME AS THE BEAM #'S
ALL PILES ARE HAVE A 10 DEGREE SKEW

ITEM 501.36: PILES DELIVERED = 452.9'

ITEM 501.361: PILES IN PLACE = 445.9'

MEASURED/COMPS BY BILL BITTERMAN 5-7-02

CHECK BY: ABC 8-08-02 ✓



11

ITEM 203.21

NOTE: ALL AREAS' WERE MEASURED WITH A PLANIMETER FROM THE ADJACENT CROSS SECTIONS

STA	AREA	AVERAGE AREA	LENGTH (FT)	VOLUME (CY)	
21+25	0				
		2.9	25	2.7	✓
21+50	5.8				
		7.5	25	6.9	✓
21+75	9.2				
		6.5	15	3.6	✓
21+90	3.8				
		1.9	20	1.4	✓
22+10	0				
		TOTAL		14.6	✓

ITEM 203.21 TOTAL = 14.6 CY ✓

MEASURED/CALC BY: BILL BITTERMAN 8/20/02

CHECKED BY: ABC 1-2-03

DATE	DAY			WEATHER	

PROJECT ACTIVITIES:

- ITEM NUMBER, LOCATION & LIABLE CONTR/SUB
- SOURCE AND DISPOSITION OF ANY EXCAVATION
- SOURCE AND DISPOSITION OF GRAVEL AND BORROW
- NON-ROUTINE ACTIVITIES

A: CONTRACTORS' NON ADHERANCE TO CONTRACT SPEC'S: MTCD'S & SEWPC

B: MDOT DIRECTIVES GIVEN TO CONTRACTOR IE: RELOCATIONS, CHANGES IN ALIGNMENT UNDERCUT & REWORK

C: CONTRACTOR IS INADEQUETLY STAFFING THE JOB FOR THE TYPE OF WORK

D: ANYTHING RELATED TO POTENTIAL CONTRACTOR CLAIMS

E: ANY DISCUSIONS WITH TOWN OFFICIALS. UTILITIES, DEVELOPERS AND ABUTTERS

G: TRAFFIC ACCIDENTS & OTHER HAZARDS

ENTERED BY : NAME & DATE

INSPECTORS DIARY TEMPLATE

7/16/2002			SUNNY 70'S		1

ITEM 206.082

COMPLETED EXCAVATION AT THE NORTH ABUTMENT SECTION, UPSTREAM OF CENTERLINE, DEWATERED AREA, CLEANED OFF LEDGE, AND PLACE 12.2 CY OF CONCRETE

ITEM 502.26
PLACED 10.82 CY OF CONCRETE FILL, 1.25 CY OF CONCRETE WAS SPILLED BEYOND THE FORMS AND WILL NOT BE PAID FOR. THE REMAINING CONCRETE WAS PLACED IN THIS SECTION TO THE ELEV OF THE BOTTOM THE FOOTING SHOWN ON THE PLANS. SECTION CURED WITH WATER AND CONT'D WETTED

BILL SIMPSON, OES CONSULTANT ON -SITE TO REVIEW SEWPC DEVICES AND 3 ISSUES WERE BROUGHT TO MY ATTENTION, AND WERE DIRECTED IMMEDIATELY TO JEFF SIMPSON, W&S SUPER. AND WERE ALL ISSUES WERE RESOLVED.

ITEM 206.082
ALL EXCAVATED MATERIAL WAS DETERMINED TO BE UNUSABLE AND WAS TAKEN TO THE SMITH WASTE AREA

ITEM 652.36 AND 656.75
ALL MTCD'S AND SEWPC DEVICES ARE INPLACE AND IN GOOD WORKING CONDITION AT THE END OF THE DAY

ENTERED BY: BILL BITTERMAN 7-16-02

7/17/2002 TUESDAY FAIR 50'S

ITEM 211.20

WHILE PERFORMING INSLOPE WORK, DISCOVERED THAT THE EXISTING BACK SLOPES ARE NOT AS SHOWN ON THE X-SECTIONS AT STA 20+00 TO 21+35 LEFT DO NOT DEPICT ACTUAL FIELD CONDITIONS, EXISTING SLOPES ARE STEEPER AND INFRINGE ON DETAILED GUARDRAIL PLACEMENT.

DIRECTED CONTRACTOR TO REMOVE 9 STUMPS AND TO CUT BACKSLOPES TO FIELD STAKED MATCH POINT (WITHIN THE R O W,

DIRECTED THE CONTRACTOR TO REMOVE 9 SINGLE TREES THESES TREES WERE OUTSIDE OF THE CLEARING LIMITS BUT REQUIRED REMOVAL DUE TO ACTUAL BACKSLOPES MATCH POINTS AND SIGHT DISTANCE, AND OVERALL POOR CONDITION OF THE TREES.
THE 9 TREES POSED A VERY SERIOUS HAZARD TO VEHICULAR TRAFFIC.

STUMP & TREE REMOVAL WILL BE PAID BY RWO, EXCAVATING AND SHAPING BACKSLOPES WILL BE PAID WITH EXISTING BID ITEMS (MANPOWER AND EQUIPMENT RENTAL TIME)

ENTERED BY: BILL BITTERMAN 7-17-02

6/7/01 FRIDAY SUNNY 70'S (2)

ITEM 603.159 CULVERT PIPE OPTION III
REMOVED EXISTING 12" CMP AND INSTALLED 48' OF 12" CORR. POLYETHYLENE PIPE AT STA 12+75. PIPE WAS INSTALLED PER LINE, GRADE AND SPEC. BACKFILLED WITH EXCAVATED MATERIAL AND COMPACTED EACH 8" LIFT
THERE WAS ALSO AN UNDERCUT BELOW THIS PIPE BECAUSE OF UNSTABLE UNDERLYING BLUE CLAY.
THIS UNDERCUT WAS APPROVED BY THE RESIDENT ENGINEER.

UNDERCUT MEASUREMENTS
ITEM 206.061 STRUCT EARTH EXC.- BELOW GRADE
THE PIPE WAS UNDERCUT BY 24"+/- FROM PROPOSED FLOW LINE
AVERAGE DEPTH =22+27.5+26+24.5+23.5/5=24.7"
MAX WIDTH=PIPE DIA + 15"(EACH SIDE)=42"
LENGTH = 40'
QTY = (24.7"-12")X(15"+12"+15")X40'/27=5.5 CY

ITEM 203.25 GRANULAR BORROW
ITEM USED TO BACKFILL UNDERCUT
TOTAL QTY =5.5 CY

BORROW MEASUREED IN PLACE MUST BE SWELLED BY 15%

TOTAL QTY =5.5 X 1.15 = 6.33 CY

ENTERED BY : BILL BITTERMAN 6-7-02

9/10/2002 FRIDAY SUNNY 70'S

ITEM 603.159
CONTRACTOR ARRIVED AT THE SITE TODAY
WITH THE OPTION III, ALL PIPE IS CERTIFIED
ASHTO M-294 STAMP

ITEM 631.12
USED 2 HRS OF APE, REF TO DREW NO. 3, TO
CREATE A BETTER SWALE THROUGH THE PROPERTY OF
MRS SMITH. MRS SMITH BROUGHT TO OUR ATTENTION
THAT THE WATER RUNOFF FROM THE ROAD COLLECTS
NEAR HER HOUSE AND ASKED THE MDOT TAKE REMOVE A
HIGH SPOT IN HER LAWN TO ALLOW FOR BETTER DRAINAGE
THE HIGH SPOT WAS LOCATED WITHIN THE ROW

ITEM 652.33
COUNTED 22 DRUMS USED ON THE PROJECT TODAY

ITEM 304.10
CONTINUED TO PLACE ASC-GRAVEL IN WELL COMPACTED
LIFTS FROM ST 12+00 TO 15+50

NOTE: D. WEISNER ON PROJECT TODAY TO TEST
COMPACTIONS

ENTERED BY: BILL BITTERMAN 9-10-02

6/8/2001 TUESDAY SUNNY 70'S (3)

603.09 CB STA 33+28 RT
INSTALLED 8' PRECAST CB WITH 2' SUMP
FOR EXISTING 24" CIP. REMOVED A PORTION OF A
LARGE CONCRETE STRUCTURE IN ORDER TO INSTALL
CB SUMP. SEE OPPOSITE PAGE FOR PAY DEPTH &
QTY'S BACKFILLED WITH STONE FOR CB BEDDING.
OUTSIDE CB = 4' DIAMETER
EXCAVATED 18" OUTSIDE WALL AND USED A 235
B'HOE WITH HOE RAM TO REMOVE CONCRETE
BACKFILLED WITH EXCAVATED MATERIAL,
AND COMPACTED EACH LIFT.
ALL WORK DONE ACCORDING TO PLANS & SPEC

ITEM 203.07 STRUCTURAL ROCK EXCAVATION
BROKE OFF EXISTING CONCRETE STRUCTURE
TO INSTALL CB SUMP

BOTTOM OF SUMP CONC ELEV = 90.5' FROM PLANS ✓

AVERAGE ELEV OF TOP OF BURIED CONCRETE

TBM # 5	BS	HI	FS	ELEV.	
101.5	3.5	105 ✓			
			9.0	96 ✓	TP OF CONC
			9.3	95.7 ✓	TP OF CONC
			9.9	95.1 ✓	TP OF CONC
			10.0	95 ✓	TP OF CONC

AVERAGE TOP ELEV OF BURIED CONCRETE =95.45'

BOTTOM OF UNDERCUT ELEV = 89.5'

DEPTH OF CONCRETE REMOVED =95.45-89.5 = 5.95' ✓

WIDTH OF CONCRETE REMOVED
= 4' + 2(1.5') = 7' ✓

ITEM 203.07 STRUCT ROCK EXCAVATION

VOLUME = 3.14 X (7/2)2 X 5,95 = 65.42 CF / 27 = 2.42 CY ✓

ENTERED BY : BILL BITTERMAN 06-08-02
CHECKED BY: ABC 1-2-03 ✓

37422 MONDAY SUNNY 70'S

ITEM 202.20

CONTRACTOR IS MILLING EXISTING PAVEMENT
AND STOCKPILING MAT'L AT APPROVED STAGING
AREA TO BE USED LATER AS ASG GRAVEL.
CONTRACTOR IS EXCAVATING MAT'L FROM
STA 15+00 TO 21+00. QTY TO BE MEASURED PLAN
QTY. REF TO BK 3 PG 2 FOR SUBGRADE CHECK AND
CONTRACTOR IS TAKING MAT'L TO THE SMITH'S
WASTE AREA.

ITEM 304.104

CONTRACTOR IS BACKFILLING EXC AREAS WITH
MAT'L FROM THE ALLISON PIT AND PLACING AND
COMPACTING IN LIFTS FROM STA 15 + 00 TO
STA 21+00. MILLINGS WAS USED TO PLACE THE
FINAL LIFT.QTY IS TO BE MEASURE PLAN QTY
REF TO BK 3 PG 3 FOR FINEGRADE CHECKS

ITEM 203.21

ROCK WAS REMOVED FROM STA 16+50
FIELD MEASURED
VOLUME = 4.5'X 3.3' X 4' = 59.4 CF / 27 = 2.2 CY

ITEM 202.20

DEDUCT ROCK QTY OF 1.46 CY FROM ITEM 202.2

ENTERED BY : BILL BITTERMAN 6-15-02

ITEM 203.25

GRANULAR BORROW
THE CONTRACTOR OPTED TO USE A BEDDING OF
CRUSHED STONE FOR THE CB
THE BEDDING WILL BE PAID AT THE CONTRACT
PRICE OF 203.35 GRANULAR BORROW

VOLUME OF GRANULAR BORROW

ELEV OF BOTTOM OF CONC SUMP = 92.00 ✓

ELEV OF BOTTOM OF UNDERCUT = 87.5' ✓

MEASURE UNDERCUT FOR PAYMENT ✓
92.00 -4"(CONC) - 12' (FIRST FT FREE)=90'-8"

DEPTH OF UNDER CUT
90.75-87.5 = 3.25' ✓

VOLUME

(3.14 X (7/2)2 X 3.25) / 27 = 4.63 CY ✓

SWELL = 4.63 X 1.15 = 5.32 CY ✓

ENTERED BY : BILL BITTERMAN 11-08-02
CHECKED BY: ABC 1-2-03

6/10/2002 MONDAY SUNNY 70'S

ITEM 403.208

PAVING 12' ML AND 4' SHOULDERS IN ONE PASS.
BOTH ARE METHOD A, DENSITIES ARE EXCLUDED FROM
THE PAY FACTOR FOR THE MATERIAL PLACED ON THE
THE VARIABLE WIDTH SHOULDERS ONLY.
MIKE SMITH, PAVING SUPT. AND MYSELF AGREED THAT
THE TONAGE ON M.L. AND SHLDR ARE TO SPLIT
IN THE FOLLOWING MANNER.
ML = (7,100' X 12' X 2) / 9 X 110#/SY/IN /2000 = 3,000 TONS
1,601.25 T - 3,000 T = 301.25 TONS

REF COVER SLIP #3458 QTY OF 1601.25 TONS FOR ITEM 403.208

ITEM 508.13

AD ROSSI ON SITE TO INSTALL MEMBRANE
ON BRIDGE DECK. THE DECK WAS "SHOT BLASTED" USING A
BLASTRAC MACHINE USING SMALL BLACK STEEL PELLETS.
THE DECK WAS BLASTED COMPLETED AND FREE OF LATANCE.
3 MOISTURE READING WERE TAKEN BY THE CONTRACTOR USING
A SOVEREIGN PORTABLE ELECTRONIC MOISURE MASTER
WITH RESULTS OF 3.2, 3.2 & 3.3., THE READINGS
WERE TAKEN AT STA 1+005, CL, STA 1+009 1.5 M RT. AND STA
1+112; 2M LT RESPECTIVELY.
ROSSI PRIMED THE DECK USING ROYSTON RAYBOND 713
BATCH NO BA A 23908
ROSSI PLACED 32.4 SM OF ROYSTON 10AN EASYPAVE
MEMBRANE AND ALL EDGES WERE SEALED WITH MASTIC
THE PRIMER AND MEMBRANE PRODUCTS ARE ON THE MDOT
APPROVED PRODUCT LIST

37110 MONDAY SUNNY 70'S

ITEM 511.07

CONTRACTOR INSTALLING UPSTREAM
AND DOWNSTREAM COFFERDAMS. BUILDING
SEDIMENTATION BASINS ON DOWNSTREAM
SIDE OF BRIDGE ON EXISTING LOGGING. THE
CONTRACTOR WAS NOTIFIEDTHAT THE BASIN
NEEDS MORE BALES PER EROSION CONTROL PLAN.
CONTRACTOR IS TAKING MAT'L TO THE SMITH'S
WASTE AREA.

ITEM 509.12

CONTRACTOR HAS FINISHED ERECTING
PIPE ARCH THIS A.M. AND STARTED TIGHTENING
THE BOLTS WITH COMPRESSOR. PERFORMED TORQUE
CHECK ON BOLTS

ITEM 203.21

ROCK WAS REMOVED FROM STA 16+50
FIELD MEASURED
VOLUME = 5' X 3.3' X 4' = 66 CF / 27 = 2.44 CY

ITEM 202.20

DEDUCT ROCK QTY OF 2.44 CY FROM ITEM 202.2

ITEM 206.061

DIRECTED CONTRACTOR TO UNDERCUT UD TO AVOID
EXISTING UTILITY, THE UTILITY IS NOT LOCATED AS PER
PLAN.

FIELD MEASURE FROM FLOW LINE
DETH BELOW FLOWLINE =AVG 2.5 FT
WIDTH = 2.5'
LENGTH =45'
QTY = (2.5-1' PAY LIMIT) X 2.5' X 45' / 27 = 6.25 CY

ENTERED BY : BILL BITTERMAN 8-7-02

37109 MONDAY SUNNY 70'S

ITEM 511.07
UPSTREAM AND DOWNSTREAM COFFERDAMS COMPLETED PER PLAN AND SPEC AND GOODWIN'S WAS ONSITE TO DELIVER PUMP AND PIPES. WATER IS NOW BEING DIVERTED FROM ABOVE COFFERDAM TO DOWNSTREAM BASIN.

ITEM 509.12
SPOT CHECKED TORQUE ON BOLTS AFTER PIPE WAS IN THE GROUND AND RE-TORQUE AND FOUND TO BE WITHIN SPECIFICATIONS.

ITEM 652.36
MTCD ARE OF FOR THE DAY. ROAD WAS CLOSED THIS AM TO TRAFFIC. ALL DETOUR SIGNS WERE PUT INTO PLACE THIS MORNING AS PER PLAN.

ITEM 652.312 AND 526.301
TYPE III BARICADES IN PLACE AND TEMP CONC BARRIERS PUT IN PLACE BEHIND TYPE III AS PER PLAN ON THE NORTH ANDOVER ROAD ENTERING AND EXITING THE WORK AREA NEAR THE MULTIPLATE.

ENTERED BY: BILL BITTERMAN 8-06-02

7/2/2002 TUESDAY HOT & HUMID (6)

ITEM 501.36 AND 501.361
COMPLETE ASSEMBLY OF DELMAR D19-42 DIESEL HAMMER,

TECH ANDY PETREE ON SITE TO OVERSEE ASSEMBLY & OPERATION OF HAMMER.

ABUTMENT NO. 1
THE LAST OF THE SPLICES ARE COMPLETED AS TODAY BY KEN DUNLOP, CERTIFIED WELDER ID NO 564-9873

ITEM 501.02
CONTRACTOR USED PREFABRICATED PILE SPLICES (AFF CHAMPION SPLICES), WELDED SPLICES TO INSIDE OF FLANGE ALSO WELDED OUTSIDE OF FLANGES. A PARTIAL PENETRATION GROOVE WELD WITH 45 DEGREE BEVEL ON THE UPPER MEMBER.

USED AIRCO CODE ARC7018MR SHIELDED METAL ARC WELDING ELECTRODES (ACCORDING TO MDOT APPROVED LIST)

ITEM 501.361
DROVE PILES # 1,2,3,4 & 5 TO REFUSAL AND CUT PILES TO REQ'D ELEVATIONS

NOTE:
FRED AGHARAZI, AATECH, ON SITE TO PERFORM PILE DRIVING ANALYSIS, (DYNAMIC LOAD TEST) ON FIRST DRIVEN PILE PILE #5, PILE CAPACITY AND ALLOWABLE DRIVING STRESSES CONFIRMED, PILE REFUSAL DETERMINED BY 4 BLOWS/ 0 "
REF TO TESTING FILE FOR ITEM 501.361

ENTERED BY: BILL BITTERMAN 7-02-02

APPENDIX B

EXAMPLE MEMO'S AND FORMS

Maine Department of Transportation - Contracts Division
Time Charge Report

Project No.	9999		
Town/City	augusta	Calculated By:	B. Bitterman
Contractor:	Contractor	Checked By:	J.Keamy

Contract Time Charges

Calendar Day Basis		Completion Date Basis	
Time Charge Started	6/5/2004	Required Completion Date	10/27/2004
Time Charge Suspended		Actual Completion Date	11/16/2004
Time Charge Resumed		Days Beyond Completion Date	18 days
Time Charge Terminated	6/20/2004	Days Added by WOs	12 days
Days Beyond	0	Days subjected to Liquidated Damages	6 days
Days added by W.O.s			
Days subjected to Liquidated Damages	0		

EWO #	DAYS	EWO #	DAYS	EWO #	DAYS
3	1				
5	3				
6	2				

Remarks:

********** DO NOT WRITE BELOW THIS LINE ********** TO BE COMPLETED BY AUGUSTA OFFICE **********

7) Time Extensions (g+h)		Days
g. D.O.T. Approval	Date:	Days
h. Other explain)	Date:	Days
8) Underrun		Days
9) Overrun		Days
10) Liquidated Damages $	per day = $	
Use separate report for each type of time charge		

Signed:

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0016

JOHN ELIAS BALDACCI
GOVERNOR

DAVID A. COLE
COMMISSIONER

Example No 1; Memo free of Encroachments

Project 009999.00 - Augusta

ENGINEERS STATEMENT OF RIGHT OF WAY ENCROACHMENT

The above mentioned project was inspected on February 9, 2005 and appears to be free of all Right of Way Encroachments.

Bill Bitterman
Resident Engineer

Example No 2; Memo with Encroachments

Project 009999.00 - Augusta

ENGINEERS STATEMENT OF RIGHT OF WAY ENCROACHMENT

The above mentioned project was inspected on February 9, 2005 and appears to be free of all Right of Way Encroachments with the following exceptions:

1. Sta. 18+576 LT. Easy Self Storage sign on post.
2. Sta 22+320 LT. Granite Mailbox post.

Bill Bitterman
Resident Engineer

THE MAINE DEPARTMENT OF TRANSPORTATION IS AN AFFIRMATIVE ACTION / EQUAL OPPORTUNITY EMPLOYER

Maine Department of Transportation - Contracts Division
Waste Area Permit

Project No: _____
Town: _____

Upon receipt of written permission from _____
(Property Owner)

_____ is authorized to place waster material from this project at
(Contractor)

_____ ,in accordance with Sections 104.3.2 & 203.06 & 211.08,
(Description of Waste Area)

State of Maine, Department of Transportation, Standard Specifications Highways and Bridges, Revisions of December 2002.

If this waste area is located within a wooded area, a screen of trees (min. width of 30m (100 ft) shall be maintained between the near edge of the waste area and the Right of Way or Construction Limit Line. If the width of the entrance to the waste area in a wooded area exceeds 5m (16ft), this entrance shall be replanted with trees compatible with the adjacent area. These plantings shall extend for a length of 30m (100ft) along the entrance road. or as otherwise directed by the Engineer.

All waste areas and entrances to the waste area shall be uniformly graded to drain, loamed or covered with other earthly material that will support growth of grass, seeded and hay mulched.

All trees which are damaged, uprooted or otherwise moved as a result of the waste material, and trees which have had waste material placed around them to the extent that they will die, shall be cut and removed.

Grading, Loaming, Seeding and Hay Mulching shall not be paid directly, but shall be incidental to other items in the contract.

The contractor is responsible for relocating and disposing of waste, in accordance with the Department of Environmental Protection Regulations, Chapter 404 (Storage and Disposal of Inert Fill).

Approval: _____
Project Resident

Agreed: _____
Contractor's Representative

*original copy to Contractor and additional copy for Resident's file.

MAINE DEPARTENT OF TRANSPORTATION
DAILY REPORT OF EQUIPMENT RENTAL

TOWN	Augusta	REPORT No.	12
PROJECT NUMBER:	9999	AUTHORIZATION	Residents Directive
CONTRACTOR	M&H	DATE	Thursday, August 21, 2004

LABOR

ITEM NO.	CLASS	RATE	TIME	TOTAL
				0
629.05	Hand Labor	$35	6	210
				0
				0
				0
				0
				0
			TOTAL	210

EQUIPMENT RENTAL

ITEM NO.	TYPE	RATE	TIME	TOTAL
				0
631.12	APE	$100	6	600
631.15	Earth Roller (Inc. Op)	$75	2	150
631.172	Truck Large, (Inc. Op)	$55	6	330
				0
				0
				0
			TOTAL	1080

MATERIAL

QUANTITY	DESCRIPTION	RATE	TOTAL
			0
			0
			0
			0
			0
			0
			0
		TOTAL	0

SUMMARY	
TOTAL LABOR	$210.00
TOTAL EQUIPMENT	$1,080.00
TOTAL MATERIAL	$0.00
TOTAL THIS REPORT	$1,290.00
PREVIOUS REPORT	
TOTAL DATE	$2,580.00

APPROVED: _____
RESIDENT

APPROVED: _____
CONTRACTOR REPRESENTATIVE

DESCRIPTION OF WORK:
Worked performed as directed at Sta 5+40 to 5+70 RT at the entrance to Bittermans Gas-n-Go. The Entrance was re-graded to insure drainage from the parking lot to the new Catch Basin at Sta 5+28 RT.

RESIDENT: _____ *PROJ. NO.* _____
DATE: _____
REVIEWED BY: _____ *TOWN/BRIDGE:* _____

CLOSEOUT REVIEW GUIDLELINES FOR OVERLAY PROJECTS

LABOR COMPLIANCE

- Verify that employees are paid at wages not less than those contained in applicable wage decision
- Verify receipt of hourly breakdown for fringe benefits from Contractor
- Review documented employee interviews by appropriate MDOT personnel - Notify supervisor if missing
- Reviewer check of certified payrolls for accuracy
- Has Wage Rate Compliance Officer been notified of any problems?

PROJECT DIARY

- Daily entries showing working hrs, crew, equipment, weather, contractor and state personnel
- Time charge report
- MTCD and maint of Erosion Control items, weekly notes:
- Description of work done by item
- Other entries relating to contacts, claims and other potential problems

FINAL QUANTITY BOOK

- Book set up same as progress estimates
- Extra work & agreed unit prices documented, and referenced to Proj Diary
- Plan quantity per Resident Work Order & references proper documentation *(check engineers est)*
- Force Account Blue Book rates (maximum), receipted bills of mat'l + 15%, specialty 15%
- Quantities checked, signed, and referenced to construction book entries
- Billings & quantites: DOT to Municipality, DOT Maintenance or utility company
- QC/QA incentive/disincentive calculated

GENERAL DOCUMENTATION REQUIREMENTS

- Unit price Item, field measurements, sta to sta, limits, signed, checked
- LS Item ref to record of work done, inspec & accept documented in Pro diary, Final Quantity Book
- Force Account Items, doc by Daily Reports of Extra Work, receipted bills for specialty work and mat'l
  - Participating
  - Approval by Design and/or Supervisor if required
  - Copy to FHWA on projects with Federal Oversight
  - Copy to Finals Folder for scanning

PAVEMENT ITEMS

- Delivery slips, Cover slips totals signed, dated and entered in Final Quantity Book
- Tack coat delivery invoices, referenced to Certification of Analysis
- Daily reports of Extra Work
- Flaggers certified
- QC/QA test file
- Asphalt esclator for recycling if 108 Special Provision

DRAINAGE

- Drainage diary & installaion notes and layout notes, sta to sta & offsets documented
- Ledge removal quantity measured

MISCELLANEOUS ITEMS

- Have appropriate DBE letters and reports been completed
- Waste area Authorizations
- Contractor E-vals
- ROW Encroachment letter
- QC/QA for any fill and base material
- Hourly equipment rental items entered on DREWS
- Third party billing

Notes:

_____

PROJ. NO. _____

RESIDENT: _____

CLOSEOUT REVIEW GUIDELINES FOR FULL CONSTRUCTION PROJECTS

LABOR COMPLIANCE

- Verify that employees are paid at wages not less than those contained in applicable wage decision ☐
- Verify receipt of hourly breakdown for fringe benefits from Contractor ☐
- Review documented employee interviews by appropriate MDOT - Notify supervisor if missing ☐
- Reviewer check of certified payrolls for accuracy ☐
- Has Wage Rate Compliance Officer been notified of any problems? ☐

PROJECT DIARY

- Daily entries showing working hrs, crew, equipment, weather, contractor and state personnel ☐
- Time charge report ☐
- MTCD and maint of Erosion Control items, weekly notes: ☐
- Description of work done by item ☐
- Other entries relating to contacts, claims and other potential problems ☐

FINAL QUANTITY BOOK

- Book set up same as progress estimates ☐
- Extra work entered, agreed unit prices and ref to Proj Diary or written documentation ☐
- Plan quantity per RWO references documentation *(check engineers est)* ☐
- Force Account Blue Book rates, receipted bill mat'l + 15% ☐
- Quantities checked, signed, and references construction books ☐
- Billings quantites: DOT to City, maintenance or utilities ☐
- QC/QA incentive/disincentive calculated ☐
- Copy to Finals Folder for scanning ☐

GENERAL DOCUMENTATION REQUIREMENTS

- Unit price Item, field measurements, sta to sta, limits, signed, checked ☐
- LS Item ref to record of work done, inspec & accept documented in Pro diary, Final Quantity Book ☐
- Force Account Items, doc by Daily Reports of Extra Work, receipted bills for specialty work and mat'l ☐
- Contract Modifications (Change Orders - Resident Work Orders) - signed, Part & non Part ☐
  - Approval by Design and/or Supervisor if required ☐
  - Copy to FHWA on projects with Federal Oversight ☐

EXCAVATION AND BORROW

- Source and Final placement noted in Project Diary (Pit author and waste areas) ☐
- Checks on-subgrade, finegrade, ditch and backslopes ☐
- Field changes documented by measurements ☐

AGGREGATE BASE AND SUBBASE

- Finegrade checks, field measurements of drives and other changes ☐
- QC/QA gradation and compaction ☐

DRAINAGE

- Drainage diary notes and layout notes, sta to sta & offsets ☐
- Ledge removal measured ☐

PAVEMENT ITEMS

- Delivery, Cover and Tack slips totals signed, dated and entered in FQB (certificate of analysis) ☐
- QC/QA test file ☐

MISCELLANEOUS

- Flaggers certified ☐
- Waste area Authorizations ☐
- Contractor E-vals ☐
- ROW Encroachment letter ☐
- Hourly equipment rental items entered on DREWS & signed ☐
- Third party billing ☐

REVIEWERS' NAME: _____ ***DATE:*** _____

RESIDENT: _____ *PROJ. NO.* _____
DATE: _____ *TOWN* _____

CLOSEOUT REVIEW GUIDELINES FOR BRIDGE PROJECTS

LABOR COMPLIANCE

- Verify that employees are paid at wages not less than those contained in applicable wage decision ☐
- Verify receipt of hourly breakdown for fringe benefits from Contractor ☐
- Review documented employee interviews by appropriate MDOT - Notify supervisor if missing ☐
- Reviewer check of certified payrolls for accuracy ☐
- Has Wage Rate Compliance Officer been notified of any problems? ☐

PROJECT DIARY

- Daily entries showing working hrs, crew, equipment, weather, contractor and state personnel ☐
- Time charge report and ROW encroachment letter _____ ☐
- MTCD and maint of Erosion Control items, weekly notes: _____ ☐
- Description of work done by item _____ ☐
- Other entries relating to contacts, claims and other potential problems _____ ☐

FINAL QUANTITY BOOK

- Book set up same as progress estimates _____ ☐
- Extra work entered, agreed unit prices and ref to Proj Diary or written documentation _____ ☐
- Plan quantity per RWO references documentation *(check with Engineers est.)* _____ ☐
- Force Account Blue Book rates, receipted bill mat'l + 15%, specialty 15% _____ ☐
- Quantities checked, signed, and references construction books _____ ☐
- Billings quantites: DOT to City, maintenance or utilities _____ ☐
- QC/QA incentive/disincentive calculated _____ ☐

GENERAL DOCUMENTATION REQUIREMENTS

- Item by unit, field measurements, sta to sta, limits, signed, checked _____ ☐
- item by LS, ref to record of work done, inspection and acceptance, in Proj diary, FQB ☐
- Item force account, documented by DREWS, receipted bills for specialty work and mat'l ☐
- CO's, EWO's and RWO: _____ ☐
- Approval by Design and/or Supervisor if required _____ ☐
- Copy to Finals Folder for scanning ☐
- Copy to FHWA on projects with Federal Oversight _____ ☐

BRIDGE ITEMS

- Pile reports, layouts, record piles _____ ☐
- Forms and re-steel checks, summary sheets, elev requirements _____ ☐
- Structural steel, inspection and acceptance, torque checks, calibrations, rotational capacity ☐
- shear commectors, bent test and weld inspection _____ ☐
- Painting , coat thickness: _____ ☐

BRIDGE APPROACH WORK

- Roadway excavation, waste site, grade checks _____ ☐
- Base mat'l, source, QC/QA, finegrading _____ ☐

DRAINAGE

- Drainage diary and installation notes and layout notes, sta to sta & offsets _____ ☐
- Ledge removal measured _____ ☐

PAVEMENT ITEMS

- Delivery, Cover and Tack slips totals signed, dated and entered in FBQ (certificate of analysis) _____ ☐
- Flaggers certified _____ ☐
- QC/QA test file _____ ☐

MISC:

- Contractor E-vals, Waste Area authorization _____ ☐
- Third party billing _____ ☐

REVIEWERS' NAME: _____ ***DATE:*** _____

NOTES

RESIDENT: _____
DATE: _____
REVIEWED BY: _____

PROJ. NO. _____

TOWN/BRIDGE: _____

REVIEW GUIDELINES FOR ONSITE REVIEWS

LABOR COMPLIANCE	Dates	
Wage Rate Posters & Presentation of Wage-Hour Outline & EEO Outline		
Copy of applicable wage decision available		
Are payrolls and certifications received within the 7 days allowed		
If not received within allowable time, what action taken to correct		
Verify that employees are paid correct wages		
Verify receipt of hourly breakdown for fringe benefits from Contractor		
Reviewer spot check of certified payrolls for accuracy		
Document & review employee interviews by appropriate MDOT personnel		
Has Wage Rate Compliance Officer been notified of any problems?		

FIELD BOOKS	Dates		
Signatures, weather, working day number, contract hours, personnel,			
Eqpmnt, State Personnel, survey notes identified, crew names & duties			

CLEARING	Dates		
Measuring referenced to source			
Inspection of limits after work done.			
If paid plan qty, verify work done according to plan			

EXCAVATION	Dates		
Source and final placement noted in diary			
Embankment core staked out, waste storage areas designated/owner sign			
Design changes in backslopes.			
Documentation of excavation limits in backslopes and ditches			
Grubbing, undercuts, muck excavation, measured, documented			
If paid plan, verify accuracy of estimate & work done to plan			

excavation by truck measure reduce 10%

BORROW	Dates		
Source and final placement noted in diary.			
Pit rehabilitation.			
Location of pit described, layout shown			
Final cross-section or statement of inspection plus 500' check section			

measurements :ip swell 15%, truck measure deduct 10%, & check Engineers est

STRUCTURAL EXCAVATION AND DRAINAGE	Dates		
Culverts: drainage installation notes regarding backfill, line and grade			
Bedding, width and depth measurement for undercut			
Length of pipe measured or documented.			
Catch Basins: diameter of hole measured for undercut			
Multiplate: depth of bedding, width of excavation, disposition of over-			
Compensation for over-excavation if a borrow job			

rock w/0 rock ex minor struct pay 16 times common ex/ rock w/0 rock major struct pay 6 times struct earth

GRAVEL BASE SUBBASE	Dates		
Gravel checks,sub grade & top of gravel checks for mainline, side roads			

truck measure reduce 20% & check Engineers est & how to measure plan or truck measure

Maine Department of Transportation
Contractor's Performance Rating

The computer program for contractor evaluation will provide numerical analysis and rating

CHECK APPROPRIATE ITEMS. DO NOT SCORE ITEMS WHICH DO NOT APPLY

The preliminary report shall be completed by the Resident Engineer, discussed with the Superintendent and Project Manager at a project closeout meeting and forwarded to the Construction Engineer/Program Manager. The Resident Engineer shall assure that the rating reflects the contractor's performance demonstrated by the Contractor on the contract indicated. Below Standard or Inadequate performance shall be sufficiently documented in the project records and *SO NOTED ON THIS FORM*. The Resident Engineer shall complete the review of the Preliminary Contractor's Performance Rating no later than ten (10) calendar days after the rating period ends. Contained in each category listed are items, (1, 2, 3, etc.) that reflect areas of performance the Contractor demonstrated in completing the terms and conditions of the contract. The Resident Engineer using the *RATING DESCRIPTIONS ATTACHED* shall rate items. Rate each item on its own and for this contract only without any averaging of one item against another or any tempering up or down because performance on some other contract. The Resident Engineer should use those personnel that actively participated in the inspection of the work and/or the administration of the contract to assist in rating the Contractor's performance.

Date:			PIN:		
Contractor:					
Address:					
Town:		Prime:		Sub:	
Project Type			Resident Engineer:		
Bridge Construction			Project Manager:		
Highway Construction			Project Start Date:		
Paving			Project Completion Date:		
Marine Construction			Contract Amount $		
Buildings			Subcontract Amount$		
Traffic Signals and/or Lighting			**Type of Report** Annual	Interim Type:	Final
Quality of Work	Cooperation	Prosecution & Progress	Policies, Procedures & Regulations	Procedural & Administrative	**Total Score**

Signatures

MDOT Resident Engineer

Contractor's Superintendent

MDOT Construction Engineer/ Program Manager

Administrator / Project Manager

MAINE DEPARTMENT OF TRANSPORTATION
CONTRACTOR'S PERFORMANCE RATING

CATEGORIES AND ITEMS	EXCELLENT	ABOVE STANDARD	STANDARD	BELOW STANDARD	INADEQUATE	REFERENCE
QUALITY OF WORK						
1. Contractor Quality Control						
2. Workmanship						
3. Compliance with Contract Requirements						
4. Adequacy of Personnel						
5. Contractor Engineering and Survey Layout						
COOPERATION						
1. Partnering (Team Building)						
2. Attitude (Cooperation)						
PROSECUTION & PROGRESS						
1. Adherence to Progress Schedule						
2. Compliance with Environmental Regulations						
3. Compliance with Traffic Regulations						
4. Compliance with Safety Regulations						
5. Adequacy of Equipment						
IMPLEMENTATION OF FEDERAL, STATE AND LOCAL POLICIES, PROCEDURES AND REGULATIONS						
1. Compliance with Labor Standards and EEO Requirements						
2. Compliance with DBE Requirements						
3. Compliance with OJT Requirements						
PROCEDURAL/ADMINISTRATIVE						
1. Adequacy of Supervision						
2. Adequacy of Subcontractor Management						
3. Adequacy of Processing Paperwork						

MDOT Labor Interview Questionnaire

(1) *Project #*	(2) *Town*	(3) *County*

(4) *Prime Contractor*	(5) *Subcontractor*

(6) Employee	*(7) Social Security #*	*(8) Classification*	*(9) Wage Rate*	*(10) Fringe*

(11) Are you satisfied that you are paid and classified correctly?

☐ *Yes* ☐ *No*	*If answer is no, please explain below*

(12) Is any money deducted from your pay except Income Tax, Social Security or Court Ordered Deduction?

☐ *Yes* ☐ *No* *If answer is yes, please explain below*

(13) Signature of employee

(14) Is permission given to divulge to your employer, the information in this statement?

☐ *Yes* ☐ *No*

(15) Interviewers comments

(16) Interviewer's Signature

State of Maine – Department of Transportation

FRINGE BENEFIT STATEMENT

October 26, 2004

CONTRACTOR/SUBCONTRACTOR	CONTRACT NUMBER	FEDERAL AID PROJECT #	DATE

TO: RESIDENT ENGINEER/LABOR COMPLIANCE OFFICER	BUSINESS ADDRESS

The following information (as shown on wage rate determinations) paid to or on behalf of employees in various crafts or classifications is used to check payrolls or applied to force account work on the above contract.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE FIRST CERTIFED PAYROLL, OR WHEN THERE HAVE BEEN ANY CHANGES.

CLASSIFICATION	FRINGE BENEFIT HOURLY AMOUNT	NAME AND ADDRESS OF PLAN, FUND, OR PROGRAM
Effective Date _____ _____ Travel Pay $_____	Vacation $_____ Health & Welfare $_____ Pension $_____ Apprentice/ Training $_____ Other $_____	_____ _____ _____ _____
CLASSIFICATION	FRINGE BENEFIT HOURLY AMOUNT	NAME AND ADDRESS OF PLAN, FUND, OR PROGRAM
Effective Date _____ _____ Travel Pay $_____	Vacation $_____ Health & Welfare $_____ Pension $_____ Apprentice/ Training $_____ Other $_____	_____ _____ _____ _____
CLASSIFICATION	FRINGE BENEFIT HOURLY AMOUNT	NAME AND ADDRESS OF PLAN, FUND, OR PROGRAM
Effective Date _____ _____ Travel Pay $_____	Vacation $_____ Health & Welfare $_____ Pension $_____ Apprentice/ Training $_____ Other $_____	_____ _____ _____ _____

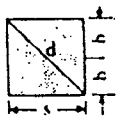
Local Project Administration

Certification Course Manual
&
Reference Guide

February 2005

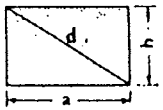
Miscellaneous Exhibits and Presentations

TABLE XVI-37—AREAS OF PLANE FIGURES



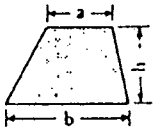
Square

Diagonal $= d = s\sqrt{2}$.
Area $= s^2 = 4b^2 = 0.5d^2$.
Example. $s = 6$; $b = 3$. Area $= (6)^2 = 36$ Ans.
$d = 6 \times 1.414 = 8.484$ Ans.



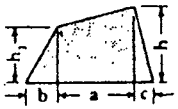
Rectangle and Parallelogram

Area $= ab$ or $b\sqrt{d^2 - b^2}$
Example. $a = 6$; $b = 3$.
Area $= 3 \times 6 = 18$ Ans



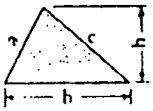
Trapezoid

Area $= \frac{1}{2}h(a + b)$
Example. $a = 2$; $b = 4$; $h = 3$.
Area $= \frac{1}{2} \times 3(2 + 4) = 9$. Ans.



Trapezium

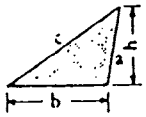
Area $= \frac{1}{2}[a(h + h^1) + bh^1 + ch]$.
Example. $a = 4$; $b = 2$; $c = 2$; $h = 3$; $h^1 = 2$.
Area $= \frac{1}{2}[4(3 + 2) + (2 \times 2) + (2 \times 3)] = 15$. Ans.



Triangles

Both formulas apply to both figures
Area $= \frac{1}{2}bh$.
Example. $h = 3$; $b = 5$.
Area $= \frac{1}{2}(3 \times 5) = 7\frac{1}{2}$. Ans.

Area $= \sqrt{S(S - a)(S - b)(S - c)}$ when $S = \frac{a + b + c}{2}$

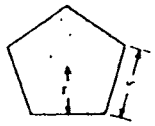


Example. $a = 2$; $b = 3$; $c = 4$.

$$S = \frac{2 + 3 + 4}{2} = 4.5$$

Area $= \sqrt{4.5(4.5 - 2)(4.5 - 3)(4.5 - 4)} = 2.9$. Ans.

Regular Polygons

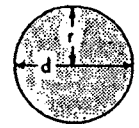


Area
- 5 sides $= 1.720477\ S^2 = 3.63271\ r^2$
- 6 " $= 2.598150\ S^2 = 3.46410\ r^2$
- 7 " $= 3.633875\ S^2 = 3.37101\ r^2$
- 8 " $= 4.828427\ S^2 = 3.31368\ r^2$
- 9 " $= 6.181875\ S^2 = 3.27573\ r^2$
- 10 " $= 7.694250\ S^2 = 3.24920\ r^2$
- 11 " $= 9.365675\ S^2 = 3.22993\ r^2$
- 12 " $= 11.196300\ S^2 = 3.21539\ r^2$

n = number of sides; r = short radius;
S = length of side; R = long radius.

$$\text{Area} = \frac{n}{4} S^2 \cot. \frac{180°}{n} = \frac{n}{2} R^2 \sin. \frac{360°}{n}$$
$$= nr^2 \tan \frac{180°}{n}$$

TABLE XVI-37 *(continued)*



Circle

$\pi = 3.1416$; A = area; d = diameter; p = circumference or periphery; r = radius.

$p = \pi d = 3.1416d$. $\quad p = 2\sqrt{\pi A} = 3.54\sqrt{A}$

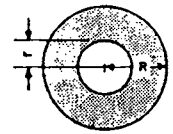
$p = 2\pi r = 6.2832r$. $\quad p = \frac{2A}{r} = \frac{4A}{d}$

$d = \frac{p}{\pi} = \frac{p}{3.1416}$ $\quad d = 2\sqrt{\frac{A}{\pi}} = 1.128\sqrt{A}$

$r = \frac{p}{2\pi} = \frac{p}{6.2832}$ $\quad r = \sqrt{\frac{A}{\pi}} = 0.564\sqrt{A}$

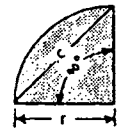
$A = \frac{\pi d^2}{4} = 0.7854d^2$ $\quad A = \frac{p^2}{4\pi} = \frac{p^2}{12.57}$

$A = \pi r^2 = 3.1416r^2$ $\quad A = \frac{pr}{2} = \frac{pd}{4}$



Circular Ring

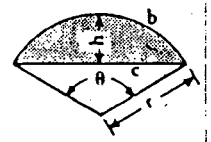
Area $= \pi(R^2 - r^2) = 3.1416(R^2 - r^2)$
Area $= 0.7854(D^2 - d^2) = 0.7854(D - d)(D + d)$
Area = difference in areas between the inner and outer circles.
Example. $R = 4$; $r = 2$.
Area $= 3.1416(4^2 - 2^2) = 37.6992$. Ans.



Quadrant

Area $= \frac{\pi r^2}{4} = 0.7854r^2 = 0.3927c^2$.

Example. $r = 3$. c = chord.
Area $= .7854 \times 3^2 = 7.0686$. Ans.



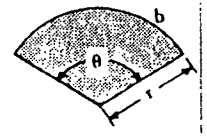
Segment

b = length of arc. θ = angle in degrees
c = chord $= \sqrt{4(2hr - h^2)}$
Area $= \frac{1}{2}[br - c(r - h)]$
$= \pi r^2 \frac{\theta}{360} - \frac{c(r - h)}{2}$

When θ is greater than 180° then $\frac{c}{2} \times$ difference between r and h is added to the fraction $\frac{\pi r^2 \theta}{360}$

Example. $r = 3$; $\theta = 120°$; $h = 1.5$

$$\text{Area} = 3.1416 \times 3^2 \times \frac{120}{360} - \frac{5.196(3 - 1.5)}{2}$$
$$= 5.5278. \text{ Ans.}$$



Sector

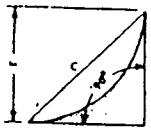
$$\text{Area} = \frac{br}{2} = \pi r^2 \frac{\theta}{360°}$$

θ = angle in degrees; b = length of arc.
Example. $r = 3$; $\theta = 120°$

$$\text{Area} = 3.1416 \times 3^2 \times \frac{120}{360} = 9.4248. \text{ Ans.}$$

EXHIBIT -1.

TABLE XVI-37 *(continued)*



Spandrel

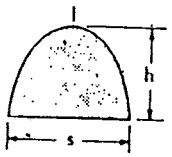
Area $= 0.2146r^2 = 0.1073c^2$
Example. $r = 3$
Area $= 0.2146 \times 3^2 = 1.9314$. Ans

Parabola

l = length of curved line = periphery $- s$

$$l = \frac{s^2}{8h}\left[\sqrt{c(1+c)} + 2.0926 \times \log(\sqrt{c}+\sqrt{1+c})\right]$$

in which $c = \left(\frac{4h}{s}\right)^2$

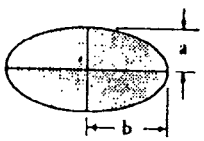


Area $= \frac{2}{3}sh$
Example. $s = 3$; $h = 4$
Area $= \frac{2}{3} \times 3 \times 4 = 8$. Ans.

Ellipse

Area $= \pi ab = 3.1416ab$

Circum. $= 2\pi\sqrt{\frac{a^2+b^2}{2}}$ (close approximation)



Example. $a = 3$; $b = 4$.
Area $= 3.1416 \times 3 \times 4 = 37.6992$. Ans.

Circum. $= 2 \times 3.1416\sqrt{\frac{(3)^2+(4)^2}{2}}$

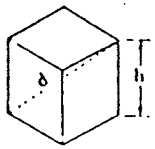
$= 6.2832 \times 3.5355 = 22.21$ Ans.

TABLE XVI-38—VOLUME AND SURFACE AREA OF SOLIDS

Symbols

V = Volume
S = Lateral Surface Area
T = Total Surface Area
B = Area of Base
P = Perimeter Perpendicular to Sides
P_b = Perimeter of Base
A = Area of Section Perpendicular to Sides
l = Lateral Length
h = Perpendicular Height
d = Diagonal Length

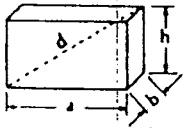
Cube



$V = h^3$
$T = 6h^2$
$S = 4h^2$
$d = h\sqrt{3}$

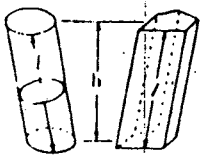
TABLE XVI-38 *(continued)*

Rectangular Prism



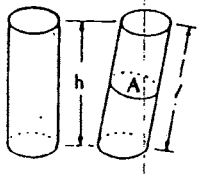
$V = abh$
$T = 2(ab + ah + bh)$
$S = 2(ah + bh)$
$d = \sqrt{a^2 + b^2 + h^2}$

Prism or Cylinder, Right or Oblique, Parallel Ends



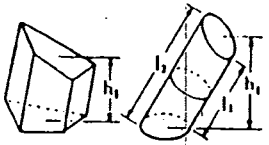
$V = Al$
$S = Pl$
$T = Pl + 2B$
(Note $A = B$, $P = P_b$ and $l = h$ for right cylinders and prisms

Cylinder, Right or Oblique, Circular or Otherwise, Parallel Ends



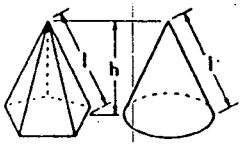
$V = Bh$ (Right Cylinder)
$V = Al$ (Oblique Cylinder)
$S = P_bh$ (Right Cylinder)
$S = Pl$ (Oblique Cylinder)
$T = P_bh + 2B$ (Right Cylinder)
$T = Pl + 2B$ (Oblique Cylinder)

Frustrum of Prism or Cylinder



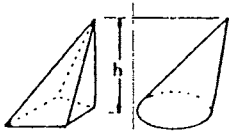
$V = Bh_1$ (where h_1 is perpendicular height from base to c.g. of top)
or, for cylinder
$V = \frac{A}{2}(l_1 + l_2)$

Pyramid or Cone, Right and Regular



$V = \frac{Bh}{3}$
$S = \frac{P_bl}{2}$
$T = \frac{P_bl}{2} + B$

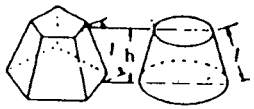
Pyramid or Cone, Right or Oblique, Regular or Irregular



$V = \frac{Bh}{3}$

TABLE XVI-38 *(continued)*

Frustrum of Pyramid or Cone, Right and Regular, Parallel Ends



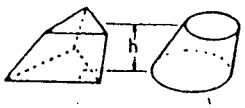
$$V = \frac{h}{3}(B + B_1 + \sqrt{BB_1})$$

$$S = \frac{l}{2}(P_b + P_T)$$

$$T = \frac{l}{2}(P_b + P_T) + B + B_1$$

where: B_1 = Area of Top
P_T = Perimeter of Top

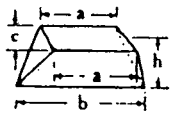
Frustrum of Any Pyramid or Cone, Parallel Ends



$$V = \frac{h}{3}(B + B_1 + \sqrt{BB_1})$$

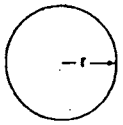
where: B_1 = Area of Top

Wedge, Regular



$$V = \frac{ch}{6}(2a + b)$$

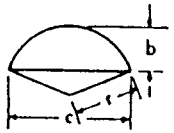
Sphere



$$V = \frac{4\pi r^3}{3}$$

$$S = 4\pi r^2$$

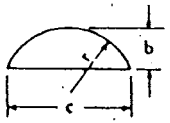
Spherical Sector



$$S = \frac{1}{2}\pi r(4b + c)$$

$$V = \frac{2}{3}\pi r^2 b$$

Spherical Segment



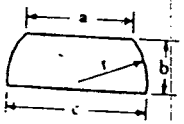
$$S = 2\pi rb = \frac{1}{4}\pi(4b^2 + c^2)$$

$$V = \frac{1}{3}\pi b^2(3r - b)$$

$$= \frac{1}{24}\pi b(3c^2 + 4b^2)$$

TABLE XVI-38 *(continued)*

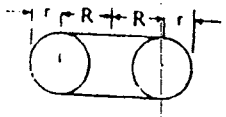
Spherical Zone



$$S = 2\pi rb$$

$$V = \frac{1}{24}\pi b(3a^2 + 3c^2 + 4b^2)$$

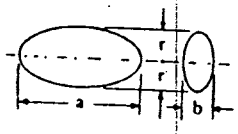
Circular Ring



$$S = 4\pi^2 Rr$$

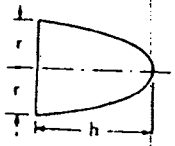
$$V = 2\pi^2 Rr^2$$

Ellipsoid



$$V = \frac{1}{3}\pi rab$$

Paraboloid



$$V = \frac{1}{2}\pi r^2 h$$

EXHIBIT-2.

Maine Department of Transportation - Construction Division
Daily Report of Extra Work

Town: _____ Report Number: _____

Project Number: _____ Authorization: _____

Contractor: _____ Day of Week: _____

Date: _____

LABOR:

Item No.	Class	Rate	Time	Total
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL	$0.00

EQUIPMENT RENTAL

Item No.	Type	Rate	Time	Total
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL	$0.00

MATERIAL

Quantity	Kind	Rate	Total
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
		TOTAL	$0.00

SUMMARY	
Total Labor	$0.00
Total Equipment	$0.00
Total Material	$0.00
Total This Report	$0.00
Previously Reported	
TOTAL TO DATE	$0.00

REMARKS:

Approved: _____ Approved: _____

Contractor's Representative Resident

H/CONSO/FORMSFOROLDAPPROACH

EXHIBIT -3.

Maine Department of Transportation - Construction Division
Weekly Flagger Report

Project No.: _____ **Report No.:** _____

Town: _____ **Week Ending:** _____

MONDAY Date:

Name	Lunch	Start	End	M.H.
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

DAILY TOTAL 0.00

TUESDAY Date:

Name	Lunch	Start	End	M.H.
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

DAILY TOTAL 0.00

WEDNESDAY Date:

Name	Lunch	Start	End	M.H.
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

DAILY TOTAL 0.00

THURSDAY Date:

Name	Lunch	Start	End	M.H.
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

DAILY TOTAL 0.00

FRIDAY Date:

Name	Lunch	Start	End	M.H.
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

DAILY TOTAL 0.00

SATURDAY Date:

Name	Lunch	Start	End	M.H.
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

DAILY TOTAL 0.00

WEEK'S TOTAL= 0.00 **HOURS**

_____ (Contractor's Representative)

_____ (MDOT Representative)

H/CONSO/FORMSFOROLDAPPROACH

Item History to Date

Maine Department of Transportation

02-14-2002 1:00 PM

FieldManager 3.1d

Contract: 009439.00, KOSSUTH TWP - TOPSFIELD

Item Description	Item Code	Prop. Line	Unit	Type	Unit Price
GR TP 3B -4.5M RAD OR LESS	606.21	0270	M	RIGINAL ITEM	30.95000

Auth. Quantity	Auth. Amount	Quantity Placed	Quantity Paid	Quantity Unpaid	Subcontractor	Item Completed
20.000	619.00	30.000	30.000	0.000	PENOBSCOT FENCE CO.	Yes

Documentation	Attention	Notes
Item Completed	No	

Projects And Categories

Project	Project Description	Catg	Category Description	Authorized Quantity	Pending Changes	Quantity Placed	Quantity Paid	Quantity Unpaid
009439.00	KOSSUTH	0001	HIGHWAY ITEMS	20.000	0.000	30.000	30.000	0.000

Posting

IDR Date	Inspector	Seq No	Project	Catg	Quantity Posted	Location	Bkdn ID	Entry Date	Attn	Remarks
10-15-2001	REL Robbin E Lanpher	1	009439.00	0001	7.620	Sta 1+184 to Sta 1+187 Left		10-24-2001	No	Guardrail installed and adjusted as per plans and specifications. Measured in the field and Comp by REL in Construction Book #2, page 22.
10-16-2001	REL Robbin E Lanpher	1	009439.00	0001	7.620	Sta 3+678 Left		10-16-2001	No	Guardrail installed as per plans and specifications. Measured in the field and comp in Construction Book #2, page 22 by REL.
10-16-2001	REL Robbin E Lanpher	1	009439.00	0001	7.620	Sta 3+776 Left		10-16-2001	No	Guardrail installed as per plans and specifications. Measured in the field and Comp in Construction Book #2, page 22 by REL.
10-17-2001	REL Robbin E Lanpher	1	009439.00	0001	7.620	Sta 6+015 Left		10-24-2001	No	Guardrail installed as per plans and specifications. Measured in the field and noted in Construction Book #2, page 22 by REL.
11-30-2001	REL Robbin E Lanpher	1	009439.00	0001	-0.480	Entire Project		11-30-2001	No	4.5M radius or less guardrail rounded to nearest 1.00 M as per Maine State DOT requirements. Measured & Comp by REL.

EXHIBIT - A

Item History to Date

Payment

Est No	Estimate Date	Project	Category	Voucher Number	Quantity Paid	Dollar Value
11	11-09-2001	009439.00	0001	11	30.480	943.36
12	01-10-2002	009439.00	0001	12	-0.480	-14.86
					30.000	$928.50

203.20 COMMON EXCAVATION

78700 M^3 @ $4.50

(10)

PLAN QUANTITY AGREED TO, PER LETTER FROM SHAW BROS. (SEE FQCB, 203.20 & ENGINEER'S EST.)

78,700 M^3

FROM FQCB, 203.20

SHEET 2	−	14,021.5 M^3
FROM BOOK 7 PG. 2	+	43.9 M^3
FROM BOOK 7 PG. 3	+	92.5 M^3
FROM BOOK 7 PG. 4	+	32.3 M^3
FROM FQCB, EWO # 8	+	2,300.0 M^3
TOTAL	=	67,147.2 M^3

ENTRIES AND COMPS BY KMS 6-14-01
✓JRM 6-18-01

FINAL QUANTITY = 67,147 M^3

KMS 6-14-01
✓JRM 6-18-01

EXHIBIT - 5

206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES

Eng. Est = 125.0 M^3

4.

REF: Book 1 pg 7

6-19-01 Completed Str. Ex - Abut #2
- Excavated to Elev on plans CFH 6-19-01
- Excavated 15" Low by Contactor to Correct Contr. Error.
REF: Book 1 pg 10 - NO COST TO DOT CFH 6-19-01

6-27-01 Completed Str. Exc - Abut #1
Excavated to Elev Shown on Plans CFH 6-27-01

REF: RWO #1 - PAY PLAN
QUANTITY FOR STR. EARTH EXC.

PAY 125 M^3
By CFH
7-11-01

FINAL PAY QUANTITY: 125.0 M^3

Entered By: Craig Hurd 7-11-01
V'd By: J. Unger 10/13/01

EXHIBIT -6.

304.10 AGGREGATE SUBBASE COURSE
— GRAVEL

PLAN QUANTITY AGREED TO, PER LETTER FROM SHAW BROS. (SEE FQCB, 304.10, & ENGINEER'S ESTIMATE)

17,120 M^3

FROM BOOK 7 PAGE 4 32.37 M^3

FROM FQCB, EWO # 8 254.80 M^3

TOTAL 17407.07 M^3

ENTRIES & COMPS BY KMS 6-8-01
✓ JRM 6-18-01

FINAL QUANTITY = 17407 M^3

KMS 6-8-01
✓ JRM 6-18-01

17120 M^3 @ $15.69

(13)

EXHIBIT 7

EXHIBIT - 8

(16)

403.207 SUPERPAVE HMA 19.0 mm

8550 MG @ $43.00

PAVING DATE	MG.	CUM TOTAL	COVER SLIP #	ENTRY BY	
✓ 8-8-00	929.91		01	Ferguson	
✓ 8-9-00	782.84	1712.75	02	8-31-00	
✓ 8-15-00	1.42	1714.17	03		
✓ 8-22-00	13.66	1727.83	04		
✓ 8-25-00	435.98	2163.81	05		
✓ 8-28-00	718.34	2882.15	06	Ferguson	
✓ 8-31-00	21.76	2903.91	07	KMS 9-13-00	
✓ 9-1-00	361.85	3265.76	08	KMS 9-13-00	
✓ 9-13-00	592.28	3353.04	09	Ferguson	
✓ 9-19-00	887.55	4745.59	10	9/28/00	
9-20-00	186.72	4932.31	11		
✓ 9-21-00	304.83	5237.14	12	Ferguson	
9-29-00	9.68	5246.82	13	Ferguson	10-9-00
10-12-00	370.57		14	Paraschak	10-17-00
10-13-00	457.27	6074.66	15	Paraschak	10-17-00
11-1-00	131.37		16	Ferguson	11-17-00
11-6-00	108.88		17	"	"
11-9-00	19.88		18	"	"
11-13-00	8.50	6343.29	19	Ferguson	11-17-00
5-14-01	274.90	6618.19	20	KMS	5-15-01
—	256.34	6874.53	—	KMS	6-08-01

✓ JRM 6-18-01

FINAL QUANTITY = 6874.53 MG ✓

KMS 6-18-01

✓ JRM 6-18-01

✓ BJM 6-5-01

REF: RWO #18

526.301 TEMPORARY CONCRETE BARRIER TYPE I

REF: Book 1 Pg 35-36-37

8-17-01 Set up Barrier to Block Bridge.

CFH 8-17-01

8-21-01 - Removed Barriers & opened Road

PAY 1.0 LS

By CFH 8-21-01

FINAL PAY QUANTITY: 1.0 LS

Entered By: [signature] 8-21-01

VH By: [signature] 10/20/01

FINAL QUANTITY BOOK

22.

618.1901 SEEDING METHOD NUMBER 2 — PLAN QUANTITY — Eng. Est 5.0 UNITS 33

FINAL QUANTITY BOOK

REF: Book 1 pg 36 ✓

8-20-01 - Applied 5.0 units of Hydro Seed Method #2 to Loaned Areas. All seeding done as per MDOT plans and specification as per Standards / special provisions.

PAY 5.0 UNITS ✓
Craig Hurd
8-20-01

FINAL PAY QUANTITY: ✓ 5.0 UNITS

Entered By: Craig Hurd 8-21-01
v'd By: J. Angus 10/20/01

EXHIBIT 10

634.16 HIGHWAY LIGHTING 1 LS @ $54,323.85

THIS ITEM COMPLETE AS OF THIS DATE

KMSicker 11-1-00

FINAL QUANTITY = 100% LS

KMS 11-28-00
VMKC 10-5-01

REF: DIARY ENTRIES, BOOK 10

EXHIBIT 10

87° VERY HUM

TUESDAY 27 JUNE 2000

SHAW BROS. 6:00 - 6:00
SAME FORCES PLUS 1 BACKHOE
AND 1 WATER TRUCK + 2 ROCKBODY SITE TRUCKS

CONTR CONTINUED INSTALLING DRAINAGE ON CONNECTOR RD. COMPLETED 375 MM U.D. BETWEEN CB 36 & 37. STARTED & COMPLETED 375 MM U.D. BETWEEN CB. 37 & 39 AND INSTALLED CB'S 37 & 39 SEE DRAINAGE BOOK FOR DETAILS.

CONTR' CONTINUED WORKING ON CR-4 - EXC. FOR S.G. CUT & SHAPED SLOPE ON RT SIDE OF CR-4 AND MULCHED W/HAY IN PM.

PLACING & COMPACTING COM. BORROW IN FILL AREA OF THE CONNECTOR RD - DEL. SLIPS TAKEN

CONTR' ALSO EXCAVATING THE THOMPSON'S POINT CONN. RD AND A SECTION OF THE CONNECTOR RD 0+480± to 0+500± RT

PROJECT DIARY

CONTR' CORRECTED MOST OF THE DEFICENCIES THEY WERE INFORMED OF IN REGARDS TO APPROACH SIGNS. THEY HAVE ORDERED A FEW SIGNS THAT THEY NEED ON SIDE STREETS.

CONTR' NOTIFIED THAT THEY CAN USE CLASS IV RCP FOR THE 1520MM PIPE INSTEAD OF CLASS V.

CONTR' COMPLETED THE REMOVAL OF CONC. SLOPE PROTECTION UNDER 295 BRIDE LT. SIDE OF CONNECTOR RD. BK 1/11.

ANDREA GLIDDEN VISITED AND INSPECTED EROSION CONTROL ON PROJECT - OTHER THAN A FEW MINOR NEEDS EVERYTHING OK.

M.D.O.T. FERGUSON, SILVER & PARASCHAK

KMS

EXHIBIT -12.

EXHIBIT -13.

Daily Diary Report

07-03-2001 1:41 PM

Maine Department of Transportation

FieldManager 3.1d

Contract: 009439.00, KOSSUTH TWP - TOPSFIELD

Diary Date	Day of Week	Project / Resident Engineer
06-25-2001	Monday	Robbin E. Lanpher

Author	Federal Project Number
Robbin E Lanpher	STP-9439(00)X

Prime Contractor
THE LANE CONSTRUCTION CORPORATION

Entered By	Revised By	Revision Date	Revision No.
Robbin E Lanpher	REL, Robbin E Lanpher	07-03-2001 12:30 PM	2

Sunrise	Sunset	Temperatures	Weather
		Low: °C High: °C	

Comments

<< Ethan D Field >>
Weather : sunny
Comment : Refer to construction Book #3, page 13.

Lane's construction on job site with grader and one roller to start finish grade. Lane's wanted MDOT to do acceptance testing for final grade but was notified that we would check their work but would NOT accept it until less than 48 hours from scheduled paving. Lane's notified MDOT that the grade of 3% would not leave any reclaim at the edge of travelled way and requested to use 2%. I authorized it as long as it would not add gravel significantly on the shoulder and as long as they maintained that slope through paving or the mix would run over. They agreed. I notified Lane's in the morning about drums and barricades that were down as well as moving a flagger array closer to their operation. They said it would be taken care of. Also the crosspipe trenches were getting rough and were requested to be shimmed today. At the end of the day nothing had been taken care of and so I notified Dick Boone that I would be docking Lane's for one day of traffic maintenance. Lane's water truck also broke down and so dust control was not being taken care of. They borrowed Emery Lee's water truck for the day and dust control was maintained and said another water truck would be coming no later than tomorrow.
Emery Lee filling gravel at sta. 6+000 all day. The lifts were put in 8" lifts, graded and rolled with two rollers. Density tests would be done in the morning. Operations were completed by 6:45 and all equipment off the road.
Drilling and Blasting Specialists were going to blast ledge from the beginning of the project but a pole in the middle of it held them up. Flaggers were sitting around doing nothing and so will not be paid for.

Site Information

Site Number	Site Description	Days Charged	Contractor(s) Working	Hours Available	Hours Worked	Controlling Operations	Reason for Delays	Comments
00	COMPLETION DATE	N/A	Yes					

IDRs Dated 06-25-2001

Inspector's Name	IDR Seq. No.	Comments
EDF Ethan D Field	1	Refer to construction Book #3, page 13.

Daily Diary Report

07-03-2001 1:41 PM

Maine Department of Transportation

FieldManager 3.1d

Contractor/Subcontractor Information

Contractor/Subcontractor's Name	Personnel	No.	Equipment	No.
DRILLING & BLASTING ROCK SPECIALISTS	Driller/Blaster	1	Drill	1
	Laborer	1	Pickup	2
	Superintendant	1	Rubber Mats	6
EMERY LEE & SONS, INC.	Grader Operator	1	Belly Dumper	2
	Laborers	2	Dump Truck	2
	Loader Operator	1	Front End Loader	1
	Reclaimer Operator	1	Grading Machine	2
	Roller Operator	3	Mulcher	1
	Track Exc./Grader Operator	1	Reclaimer	1
			Roller	3
	Truck Drivers	5	Track Excavator	1
			Water Truck	1
THE LANE CONSTRUCTION CORPORATION				

Signature: Robbin E Lanpher

Robbin E Lanpher

ITEM 203.21 – ROCK EXC.

8/10/00

CONTR' REMOVED CONCRETE SLOPE PROTECTION UNDER BRIDGE ON RAMP CS-6 – AT BOTH ABUTMENTS. BOTH SIDES MEASURED AND FOUND TO BE EQUAL.

$(7.8 \times 10.4) + (2.0 \times 3.0) \times .100 \times 2$

$= \underline{17.42\ m^3}$ *

F.M. BY FERGUSON & PARASCHAK
CALC. BY FERGUSON 8/11/00
KMS 1-16-01

ITEM 610.08 – PLAIN RIPRAP

CONTR' PLACED RIP RAP AT LOW POINT OF THOMPSON POINT TEMP CONN. RD – RT.

$3.35 \times 2.44 \times 0.46 = 3.76\ m^3$

NOTE:
NO FABRIC USED. (TEMP)

F.M. & CALC. BY JIM FERGUSON 8/14/00
KMS 1-16-01

EXHIBIT-14.

LOAM MEASUREMENTS - CONSTRUCTION BOOK

(6)

615.07 ← Location →	Loam M^3	Accum M^3	100 mm deep Date	Paved By	F.M. Calculations
Sta 0+300 to 4+220 CR-4	32 m^3		8-15-00	Paraschak	32 m x 10 m = 320 m^2 x .1 = 32 m^3
Rt side to limits of clear	43.2 m^3				16 m x 27 m = 432 m^2 x .1 = 43.2 m^3
	32.4 m^3				$\frac{27m \times 24}{2}$ = 324 m^2 x .1 = 32.4 m^3
	31.2 m^3				4.75 x 32 = 312 m^2 x .1 = 31.2 m^3
	14 m^3				7 x 20 = 140 m^2 x .1 = 14 m^3
	15 m^3				30 x 5 = 150 m^2 x .1 = 15 m^3
	58 m^3				29 x 29 = 580 m^2 x .1 = 58 m^3
	118.8 m^3				36 x 33 = 1188 m^2 x .1 = 118.8 m^3
	204.6 m^3				66 x 31 = 2046 m^2 x .1 = 204.6 m^3
	25.2 m^3				18 x 14 = 252 m^2 x .1 = 25.2 m^3
	3.5 m^3				1 x 35 = 35 m^2 x .1 = 3.5 m^3
	85 m^3	662.9 m^3	8-15-00	Paraschak	233 m x 3.65 = 850.45 m^2 x .1 = 85 m^3
Sta 0+150 - 0+170	19 m^3		9-20-00	Paraschak	20 m x 9.5 m = 190 m^2 x .1 = 19 m^3
Sta 0+170 Rt Front side YSE	64.12 m^3		9-20-00	Paraschak	14 m x 45.8 m = 641 m^2 x .1 = 64 m^3
	23 m^3		9-20-00	Paraschak	3.66 x 63 m = 230.58 m^2 x .1 = 23 m^3
Sta 0+[illegible] to 0+420 connector Rd	10.5 m^3	779.9 m^3	9-2[illegible]	Paraschak	15 m x 7 m = 105 m^2 x .1 = 10.5 m^3
Sta 2+220 BL to 0+140 LT	159.25 m^3		10-4-00	Paraschak	107.6 m x 14.8 m = 1592.48 m^2 x .1 = 159.25 m^3
Sta 0+140 Rt to 0+170 RT	24 m^3		10-4-00	Paraschak	30 m x 8 m = 240 m^2 x .1 = 24 m^3
Sta 0+580 CL to 0+588 CL	8.36 m^3		10-25-00	Paraschak	7.62 m x 10.97 m = 83.6 m^2 x .1 = 8.36 m^3
Sta 0+020 Rt to 0+150 Rt	10.96 m^3		11-3-00	Paraschak	6.3 m x 17.4 m = 109.62 m^2 x .1 = 10.96 m^3
back of curb to Bank Prop.	1.42 m^3				$\frac{4.5 \times 6.3}{2}$ = 14.18 m^2 x .1 = 1.42 m^3
	19.27 m^3				$\frac{20.5 \times 18.8}{2}$ = 192.7 m^2 x .1 = 19.27 m^3
	144.7 m^3				48.3 x 34.1 = 1647.03 $(-\frac{20 \times 20}{2})$ = 1447.03 x .1 = 144.7 m^3
	155.77 m^3	1303.25	11-3-00	Paraschak	$\frac{64.5 \times 48.3}{2}$ = 1557.68 m^2 x .1 = 155.77 m^3

KMS 12-5-00

MKC 6-5-01

EXHIBIT-15

RAMP CR-2

DRAINAGE BOOK

(15)

CB 19 to 2+183, 11.0 m Rt

INLET (CB 19)	11.259
OUTLET	10.829

8-29-00

Contractor excavated + installed 300mm R.C.P. as per their line + grade. Contractor installed pipe as per plan + spec backfilling with native material. Contractor installed 4-2.438 pieces and 1-1.22 piece for total length of 11 m contractor installed NO Rip rap or Fabric at this time.

Pay 11m* Item # 603.159

Paraschak

11-22-00

Contractor Excavated and Installed Plain Rip Rap at end of 300mm RCP

Pay Item # 610.08

23.8m x 3.3m x .457 = Pay 35.89 m³

KMS 1-16-01

300mm x 11.0m OPT. III

11-22-00

Contractor Excavated and installed Erosion Control Fabric under the plain Rip Rap installed at end of 300mm RCP.

Pay Item 620.58

23.8m x 3.3m = 78.54 m² pay

KMS 1-16-01

5-17-01

Contractor Excavated and Installed More Erosion Control Fabric and Plain Riprap at end of E.C. Fabric and Riprap.

$\frac{2.4+1.7}{2} \times 6.3 \times .457 = 5.902\ m^3$ Rip Rap

$\frac{2.4+1.7}{2} \times 6.3 = 12.915\ m^2$ E.C. Fabric

Meas. Ent. + Cal by BTM 5-17-01

KMS 5-31-01

EXHIBIT 16

EXHIBIT 17

Inspector's Daily Report

06-12-2001 1:25 PM

Maine Department of Transportation

FieldManager 3.1d

Contract: 009439.00, KOSSUTH TWP - TOPSFIELD

IDR Date	Day of Week	Sequence No.	Import Date	Project / Resident Engineer
06-07-2001	Thursday	1	06-12-2001	Robbin E. Lanpher

Inspector's Initials-Name	Federal Project Number
CWD Charles W Davis	STP-9439(00)X

Prime Contractor
THE LANE CONSTRUCTION CORPORATION

Entered By	Revised By	Revision Date	Revision No.
CWD, Charles W Davis			

Temperatures	Weather
Low: 16 ° C High: 26 ° C	Sunny

Comments
Refer to Construction Book #1, page 13 for details.

Contractor/Subcontractor

Contractor/Subcontractor's Name	Personnel	No.	Hrs.	Equipment	No.	Hrs.
EMERY LEE & SONS, INC.	Excavator Operators	2		Front End Loader	1	
	Laborers	2		Jumping Jacks	2	
	Loader/Backhoe Operator	1		Loader/Backhoe	1	
				Pickups	4	
	Roller Operator	1		Power Broom	1	
	Safety Officer	1		Roller	1	
	Truck Drivers	2		Rubber Tire Excavator	2	
				Trailer	1	
				Trucks	2	
THE LANE CONSTRUCTION CORPORATION	Laborer	1		Pickups	3	
	Superintendant	1				
	Traffic Officer	1				

Item Postings

Project: 009439.00, KOSSUTH

Category: 0001, HIGHWAY ITEMS

Item/Material Description	Item Code	Prop.Ln.	Location	Quantity	Unit	Brkdwn ID	Attn
450 MM CULVERT PIPE OPTION III	603.179	0170	Sta 12+428 Crosspipe	15.200	M	—	

Item Remarks: 15.2M of 450mm Opt III pipe installed in same bed as existing pipe as measured in the field by CWD and noted in Construction Book #1, page 13.

450 MM CULVERT PIPE OPTION III	603.179	0170	Sta 12+578 Crosspipe	16.000	M	—	

Item Remarks: 16M of 450mm Opt III pipe installed in same bed as existing pipe as measured in the field by CWD and noted in Construction Book #1, page 13.

Reviewed By: Charles W. Davis Jr. (Signature) 06/13/01 (Date)

Inspector's Daily Report

06-12-2001 1:24 PM

Maine Department of Transportation

FieldManager 3.1d

Contract: 009439.00, KOSSUTH TWP - TOPSFIELD

IDR Date	Day of Week	Sequence No.	Import Date	Project / Resident Engineer
06-07-2001	Thursday	1	06-12-2001	Robbin E. Lanpher

Inspector's Initials-Name	Federal Project Number
EDF Ethan D Field	STP-9439(00)X

Prime Contractor

THE LANE CONSTRUCTION CORPORATION

Entered By	Revised By	Revision Date	Revision No.
EDF, Ethan D Field			

Temperatures	Weather
Low: °C High: °C	See CWD IDR for weather and temperatures

Comments

Refer to Construction Book #3, page 3 for details

Item Postings

Project: 009439.00, KOSSUTH

Category: 0001, HIGHWAY ITEMS

SEE IDR 05/25/2001 REV FOR CORRECTION

Item/Material Description	Item Code	Prop.Ln.	Location	Quantity	Unit	Brkdwn ID	Attn
600 MM CULVERT PIPE OPTION III	603.199	0210	Sta 17+033 Crosspipe, Right	1.200	M		

Item Remarks: 1.2M of 600mm Opt III pipe added to existing pipe in ground as field measured by EF.

Reviewed By: Ethan D. Field (Signature) 6/13/01 (Date)

EXHIBIT 18

(29)

3+120	11.557
3+110	11.803
3+100	12.050
3+090	12.297
3+080	12.544
3+070	12.790
3+060	13.037

AREA Checked + Found Acceptable within 3/8"
Tolerance Full with including shoulders 8-25-00
Parasolar

EXHIBIT 19

(20)

			7.00	5.40		0.40
3+300		8.623	-458	-426	-750	-774
			7.00	5.40		0.40
3+280		8.928	-458	-426	-750	-774
			7.00	5.40		0.40
3+260		9.233	-458	-426	-750	-774
			7.00	5.40		0.40
3+240		9.538	-458	-426	-750	-774
			7.00	5.40		0.40
3+220		9.843	-458	-426	-750	-774
			9.60	5.40		4.00
3+200		10.148	-510	-426	-750	-990
			9.60	5.40		2.80
3+180		10.453	-510	-426	-750	-918

MET TOLERANCE 08-02-00 MTR

MET TOLERANCE 08-01-00 MTR

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
CONSTRUCTION DIVISION
MINIMUM TESTING REQUIREMENTS

Project No.: *STP-6701(00)X* *Date:* June 24 1998 Resident Engineer (2)
Pin No.: *6701.00* Construction-Bangor (3)
Town: *Portland* *Length:* 2374 *km* File (1)

Rte: Located on Riverside St. from approximately 0.12 km north of Forest Ave. extending north to Washington Ave

1" = 25.4 mm
1'= .3048 meter (m) or (300mm)
1 sy = 0.836 127 m²
1 cy = 0.764 555 m³

1 lb. = 0.453 592 kg
1 ton = 0.907 Mg
1 gal. = 3.785 41 L

Item No.	Description	Quantity	Unit	# of Passing Accept. Tests	Type of Test
	Embankments (bridge approaches and and structural plate pipes & box culverts)		m	2.805	*Total Depth in meter of Granular Backfill abuting each structure*
				10	Compaction (one every other layer each side of structures)
	Granular Borrow	245	m³	1	Gradation 1/ 3 800 m³
304	Aggregate Subbase-Gravel	21000	m³	11	Gradation 1/ 2 000 m³
	Total length in meter of A.S.G. (lower)	2374	m	8	Comp. (lower) 1/ 600 m
	Total length in meter of A.S.G. (upper)	2374	m	8	Comp. (upper) 1/ 600 m
					Degradation (one / source / project) If initial value is > 24 test at rate of 1/7 650 m² initial value <25, test at rate of 1/3 800 m³
	QC/QA ITEM				
	ote: If Mg is more than half the sublot size, add another sublot; however, if less than half, add Mg to last sublot.				
403	Hot Bituminous Pavement			1	Job Mix Formula per mix
					METHOD "A"
	403.207 "19.0 mm"	5210	Mg	4	Gradation 1 / 1 500 Mg sublot
				4	Asphalt Cont. 1 / 1 500 Mg sublot
				4	Air Voids Analysis 1 / 1 500 Mg sublot
				11	Core Densities 1 / 500 Mg sublot
					METHOD "A"
	403.208 "12.5 mm"	2785	Mg	3	Gradation 1 / 1 500 Mg sublot or minimum of 3 per lot
				3	Asphalt Cont. 1 / 1 500 Mg sublot or minimum of 3 per lot
				3	Air Voids Analysis 1 / 1 500 Mg sublot or minimum of 3 per lot
				12	Nuclear Tests 1 / 250 Mg sublot
	METHOD "B"	650	Mg	2	Gradations
	Total # of Small Quantity Mixes w/density		mixes	2	Asphalt Contents
	Total # of Small Quantity Mixes w/o dens.	2	mixes	2	Air Voids at Nd
	List Mixes:			2	VMA at Nd
	403.211			2	VFA at Nd
	403.209			0	Core Densities

	Bituminous Material			1	Loading Invoice with each shipment of material from supplier
	TESTING BASED ON MEGAGRAMS PRODUCED				
409	Bituminous Tack Coat Applied	2980	L	1	Loading Invoice with each shipment of material and statement of certification (See Division 700 of Standard Specifications.)
411	Crushed Stone Surface	65	mg	1	Gradation 1 / 400 m² See Special Provision
509	Structural Plate Pipe-Pipe Arch & Arches	1	l.s.	1	Certification
603	*Culvert Pipe (add all items)*	128	m	1	Certification (100% covered pipe)
				1	Certification (gaskets)
604	*Catch Basins & Manholes (add all items)*	78	each	1	Certification (precast, Type F, B, A)
605	Underdrain, Type "B"	2308	m	8	Gradation(granular) / 300 m
	Underdrain, Type "C"	1495	m	3	Gradation (stone) / 600 m
606	*Guard Rail (add all items)*	215.00	m	1	Certification (beams, posts, Brackets, & hdware)
	Delineator Post	7	each	1	Certification
	Terminal End	7	each	1	Certification
	Single Wood Post	28	each	1	Certification
618 &657	Seeding	132	unit	1	*Certification & Small Sample to Central Lab (Martha Hsu)*
619	Mulch	240	unit	1	Certification
620	Geotextile	1385	m²	1	Manufacturers product sheet for each type of geotextile or on approved list
621	*Planting Trees (add all trees)*	214	each	1	Inspection Statement (from Landscape Section)
627	Pavement Markings	9430	m	1	Certification
		60	m²	1	Certification
658	Acrylic Latex, Green	92	m²	1	Certification
	Special Provision "Buy America Clause"				Certified Statement On Contractor's Letterhead

Note: If a concrete or hot top plant is producing material for more than one job during a given time frame, the test results for one job may be considered common to all jobs involved within that time frame.

EXHIBIT 20

EXHIBITS 21

RESIDENT: _____
DATE: _____
REVIEWED BY: _____

PROJ. NO. _____

TOWN/BRIDGE: _____

REVIEW GUIDLELINES FOR OVERLAY PROJECTS

PROJECT DIARY

- Daily entries showing working hrs, crew, equipment, weather, contractor and state personnel ☐
- Time charge report _____ ☐
- MTCD and maint of Erosion Control items, weekly notes: _____ ☐
- Description of work done by item _____ ☐
- Other entries relating to contacts, claims and other potential problems _____ ☐

FINAL QUANTITY BOOK

- Book set up same as progress estimates _____ ☐
- Extra work entered, agreed unit prices and ref to Proj Diary or written documentation ☐
- Plan quantity per RWO references documentation *(check engineers est)* _____ ☐
- Force Account Blue Book rates, receipted bill mat'l + 15%, specialty 15% _____ ☐
- Quantities checked, signed, and references construction books _____ ☐
- Billings quantites: DOT to City, maintenance or utilities _____ ☐
- QC/QA incentive/disincentive calculated _____ ☐

GENERAL DOCUMENTATION REQUIREMENTS

- Item by unit, field measurements, sta to sta, limits, signed, checked _____ ☐
- item by LS, ref to record of work done, inspection and acceptance, in Pro diary, FQB ☐
- Item force account, documented by DREWS, receipted bills for specialty work and mat'l ☐
- CO's, EWO's and RWO: _____ ☐
- Participating_____ non-Partipitating _____ ☐
- Approval by Design and/or Supervisor if required _____ ☐
- Copy to FHWA on projects with Federal Oversight _____ ☐

PAVEMENT ITEMS

- Delivery slips and Cover slips totals signed, dated and entered in FBQ _____ ☐
- Tack coat delivery invoices, refer to Certification of Analysis _____ ☐
- Daily reports of Extra Work _____ ☐
- Flaggers certified _____ ☐
- QC/QA test file _____ ☐

DRAINAGE

- Drainage diary notes and layout notes, sta to sta & offsets _____ ☐
- Ledge removal measured _____ ☐

MISCELLANEOUS ITEMS

- Wage Rates checked _____ ☐
- Waste area Authorizations _____ ☐
- Contractor E-vals _____ ☐
- ROW Encroachment letter _____ ☐
- QC/QA for any fill and base material _____ ☐
- Hourly equipment rental items entered on DREWS _____ ☐

NOTES:

_____

_____

_____

EXHIBITS 22

PROJ. NO. _____

RESIDENT: _____
DATE: _____
REVIEWED BY: _____

TOWN/BRIDGE: _____

REVIEW GUIDELINES FOR FULL CONSTRUCTION PROJECTS

PROJECT DIARY

- Daily entries showing working hrs, crew, equipment, weather, contractor and state personnel ☐
- Time charge report ☐
- MTCD and maint of Erosion Control items, weekly notes: ☐
- Description of work done by item ☐
- Other entries relating to contacts, claims and other potential problems ☐

FINAL QUANTITY BOOK

- Book set up same as progress estimates ☐
- Extra work entered, agreed unit prices and ref to Proj Diary or written documentation
- Plan quantity per RWO references documentation *(check engineers est)* ☐
- Force Account Blue Book rates, receipted bill mat'l + 15%, specialty 15% ☐
- Quantities checked, signed, and references construction books ☐
- Billings quantites: DOT to City, maintenance or utilities ☐
- QC/QA incentive/disincentive calculated ☐

GENERAL DOCUMENTATION REQUIREMENTS

- Item by unit, field measurements, sta to sta, limits, signed, checked ☐
- item by LS, ref to record of work done, inspection and acceptance, in Pro diary, FQB ☐
- Item force account, documented by DREWS, receipted bills for specialty work and mat'l ☐
- CO's, EWO's and RWO: ☐
- Participating _____ non-Partipitating _____ ☐
- Approval by Design and/or Supervisor if required ☐
- Copy to FHWA on projects with Federal Oversight ☐

EXCAVATION AND BORROW

- Source and Final placement noted in Project Diary (Pit author and waste areas) ☐
- Checks on-subgrade, finegrade, ditch and backslopes ☐
- Field changes documented by measurements ☐

AGGREGATE BASE AND SUBBASE

- Finegrade checks, field measurements of drives and other changes ☐
- QC/QA gradation and compaction ☐

DRAINAGE

- Drainage diary notes and layout notes, sta to sta & offsets ☐
- Ledge removal measured ☐

PAVEMENT ITEMS

- Delivery, Cover and Tack slips totals signed, dated and entered in FQB (certificate of analysis) ☐
- QC/QA test file ☐

MISCELLANEOUS

- Flaggers certified ☐
- Wage Rates checked ☐
- Waste area Authorizations ☐
- Contractor E-vals ☐
- ROW Encroachment letter ☐
- Hourly equipment rental items entered on DREWS ☐

NOTES

_____
_____
_____
_____

EXHIBITS 23

RESIDENT: _____
DATE: _____
REVIEWED BY: _____

PROJ. NO. _____

TOWN/BRIDGE: _____

REVIEW GUIDELINES FOR BRIDGE PROJECTS

PROJECT DIARY

- Daily entries showing working hrs, crew, equipment, weather, contractor and state personnel
- Time charge report and ROW encroachment letter
- MTCD and maint of Erosion Control items, weekly notes:
- Description of work done by item
- Other entries relating to contacts, claims and other potential problems

FINAL QUANTITY BOOK

- Book set up same as progress estimates
- Extra work entered, agreed unit prices and ref to Proj Diary or written documentation
- Plan quantity per RWO references documentation *(check with Engineers est.)*
- Force Account Blue Book rates, receipted bill mat'l + 15%, specialty 15%
- Quantities checked, signed, and references construction books
- Billings quantites: DOT to City, maintenance or utilities
- QC/QA incentive/disincentive calculated

GENERAL DOCUMENTATION REQUIREMENTS

- Item by unit, field measurements, sta to sta, limits, signed, checked
- item by LS, ref to record of work done, inspection and acceptance, in Proj diary, FQB
- Item force account, documented by DREWS, receipted bills for specialty work and mat'l
- CO's, EWO's and RWO:
- Participating _____ non-Partipitating _____
- Approval by Design and/or Supervisor if required
- Copy to FHWA on projects with Federal Oversight

BRIDGE ITEMS

- Pile reports, layouts, record piles
- Forms and re-steel checks, summary sheets, elev requirements
- Structural steel, inspection and acceptance, torque checks, calibrations, rotational capacity
- shear commectors, bent test and weld inspection
- Painting , coat thickness:
- Waste containment and disposal facilities:

BRIDGE APPROACH WORK

- Roadway excavation, waste site, grade checks
- Base mat'l, source, QC/QA, finegrading

DRAINAGE

- Drainage diary notes and layout notes, sta to sta & offsets
- Ledge removal measured

PAVEMENT ITEMS

- Delivery, Cover and Tack slips totals signed, dated and entered in FBQ (certificate of analysis)
- Flaggers certified
- QC/QA test file

MISC:

- Wage rates checked
- Contractor E-vals, Waste Area authorization

NOTES

_____
_____
_____

EXHIBITS 24

RESIDENT _____
DATE: _____

PROJ. NO. _____
TOWN/BRIDGE: _____

ONSITE REVIEW

LABOR COMPLIANCE

	Dates		
Wage Rate Posters & Presentation of Wage-Hour Outline & EEO Outline			
To Prime and Sub noted in Diary.			
Labor Interviews			
Supplemental Rates.			

FIELD BOOKS

	Dates		
Signatures, weather, working day number, contract hours, personnel,			
Equipment, State Personnel, survey notes identified, crew members names			
& duties			

CLEARING

	Dates		
Measuring referenced to source			
Inspection of limits after work done.			

EXCAVATION

	Dates		
Source and final placement noted in diary			
Embankment core staked out, waste storage areas designated.			
Flattened slopes noted in diary.			
Design changes in backslopes.			
Documentation of excavation limits in rock backslopes and ditches			
Grubbing, undercuts, muck excavation, measured, documented			

BORROW

	Dates		
Source and final placement noted in diary.			
Flattened slopes explained in diary			
Placement of borrow beyond embankment core explained in diary			
Pit rehabilitation.			
Location of pit described, layout shown			
Final cross-section or statement of inspection plus 500' check section			

STRUCTURAL EXCAVATION AND DRAINAGE

	Dates		
Culverts: drainage installation notes regarding backfill, line and grade			
Bedding, width and depth measurement for undercut			
Length of pipe measured or documented.			
Catch Basins: diameter of hole measured for undercut			
Multiplate: depth of bedding, width of excavation, disposition of over-			
Excavation if a borrow job			
Abutments, piers: width of excavation			
Compensation for overexcavation if a borrow job			

GRAVEL BASE SUBBASE

	Dates		
Gravel checks, top of gravel checks for mainline, side roads			

BITUMINOUS PAVEMENT

	Dates		
Delivery slips signed, dated legible seal			
Daily totals reconciled with Contractor			
Slips properly labeled as to pay items			
Morning and afternoon tare weights			
Check weighing, manual plant			
Automatic plant			

BITUMINOUS LIQUIDS

	Dates		
Tack content verified			
Delivery slips signed by Contractor			

LOAM AND SEED

	Dates		
Loam depth checks			
Quantities of lime, seed, fertilizer noted			
Authorization of loam and seed beyond design limits and other areas			
Placement of mulch binder noted			

DAILY RENTAL ITEMS

	Dates		
Daily reports of extra work signed by State Contractor			
Bills for traffic officer time			
Flagger reports			
Flagger certification			

CHANGE ORDERS AND EXTRA WORK ORDERS

	Dates		
Approval			
Work noted in the records			

PROGRESS ESTIMATES

	Dates		
Payments kept current with work done in fields			
Quantities paid backed up with computations, field measurements			
Participating and non-participating			

DELIVERY SLIPS

	Dates		
Signed, dated, source of material, sectioned pit or unsectioned, use			
Daily totals recorded.			

REIMBURSABLE UTILITY AGREEMENTS

	Dates		
Copy of agreement in files			
Periodic reports submitted by utilities			
Inspector's daily diary entries to verify utility work on project			
Agreement between utility and subcontractor, reports			

ON THE JOB TRAINING

	Dates		
Daily presence and activities noted in diary			
Initial interview and monthly interview			
Weekly reports from Contractor			
Final disposition noted			

MULTIPLATES PIPES

	Dates		
Notes relative to bedding			
Erection, torque checks			

FOUNDATION PILES

	Dates		
Pile driving reports			
Layout sketch			
Record piles			
Proper signatures			
Grubbing measured			

STRUCTURAL CONCRETE

	Dates		
Form checks for abutments, piers superstructure			
Dry run for deck concrete			
Yield concrete, slips complete, top elevation documented			
Grubbing under foundation			

REINFORCING STEEL

	Dates		
Fabrication and delivery, delivery invoices, inspection upon delivery			
Placed, inspection of placement			

STRUCTURAL STEEL

	Dates		
Fabrication and delivery,delivery invoices, inspection upon delivery			
Erected, inspection of erection, torque checks, splice inspection chart			

SPECIAL DETOUR

	Dates		
Acceptance and maintenance noted			
Excavation used or wasted, paid			

COFFERDAM

	Dates		
Acceptance and maintenance noted			
Excavation used or wasted, paid			

STONE FILL, RIP RAP

	Dates		
Depth verified, area measurement			

LUMP SUM ITEMS

	Dates		
Inspection and acceptance			

MAINTENANCE OF TRAFFIC			

	Dates		
TRAFFIC OFFICERS			

	Dates		
ASPHALT ESCALATOR CLAUSE			

REVIEWERS' NAME: _____ *DATE:* _____

REVIEWERS' NAME: _____ *DATE:* _____

REVIEWERS' NAME: _____ *DATE:* _____

EXHIBIT 25

Maine Department of Transportation - Construction Division
Time Charge Report

Project No.: STP-9056/9139/9140/9173 (00)X Town / City Presque Isle/Ft. Fairfield/Presque Isle/Ashland T11R4

Contractor: Lane Construction Corp.

Calculated By: C. Dodge Sr. Checked By:

Day Basis	
Time Charge Started	
Time Charge Suspended	
Time Charge Resumed	
Time Charge Suspended	
Time Charged Resumed	
Time Charge Stopped	

(1) Time Elapsed		Days
(2) Days Deductible (pg.2)		Days
(3) Days Used (1-2)	0	Days
(4) Days in Contract		Days
(5) Days Added by EWOs		Days
(6) Adjusted Contract Time (4+5)	0	Days

Completion Date Basis	
Required Completion Date	15, Sept. 01
Actual Completion Date	15, Sept. 01
Days Beyond Completion Date	0
Days Added by EWOs	0
Contract Signed, Date	

EWO #	DAYS	EWO #	DAYS	EWO #	DAYS

Remarks:

**********DO NOT WRITE BELOW THIS LINE**********TO BE COMPLETED BY AUGUSTA OFFICE**********

(7) Time Extensions (g+h)	Days
g. D.O.T.Approval Date:	Days
h. Other (explain) Date:	Days
(8) Underrun	Days
(9) Overrun	Days
(10) Liquidated Damages $ per day = $	
Use a separate report for each type of time charge	

Signed:

EXHIBIT 26

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
TRANSPORTATION BUILDING
STATE HOUSE STATION 16 AUGUSTA, MAINE 04333-0016

mdot

ADDRESS REPLY TO:
DIVISION #6 OFFICE, TEL. (207) 883-5546
BOX 1940, PORTLAND, MAINE 04104-1940
PLEASANT HILL ROAD, SCARBOROUGH, MAINE

JOHN G. MELROSE
Commissioner

PROJECT 009390.00 - HOLLIS

ENGINEER'S STATEMENT OF RIGHT OF WAY ENCROACHMENTS

The above project was inspected on February 19, 2002 and appears to be free of Right of Way Encroachment's except for the following:

1. **Sta. 18+590 LT. Fried Chicken sign on post.**
2. **Sta. 16+200 LT. Granite mailbox post (dfo ?)**

Signed Craig Hurd

Craig Hurd
Construction Manager

EXHIBIT 27

MAINE DEPARTMENT OF TRANSPORTATION
CONTRACTOR'S PERFORMANCE
RATING

CATEGORIES AND ITEMS	EXCELLENT	ABOVE STANDARD	STANDARD	BELOW STANDARD	INADEQUATE	REFERENCE
QUALITY OF WORK						
1. Contractor Quality Control						
2. Workmanship						
3. Compliance with Contract Requirements						
4. Adequacy of Personnel						
5. Contractor Engineering and Survey Layout						
COOPERATION						
1. Partnering (Team Building)						
2. Attitude (Cooperation)						
PROSECUTION & PROGRESS						
1. Adherence to Progress Schedule						
2. Compliance with Environmental Regulations						
3. Compliance with Traffic Regulations						
4. Compliance with Safety Regulations						
5. Adequacy of Equipment						
IMPLEMENTATION OF FEDERAL, STATE AND LOCAL POLICIES, PROCEDURES AND REGULATIONS						
1. Compliance with Labor Standards and EEO Requirements						
2. Compliance with DBE Requirements						
3. Compliance with OJT Requirements						
PROCEDURAL/ADMINISTRATIVE						
1. Adequacy of Supervision						
2. Adequacy of Subcontractor Management						
3. Adequacy of Processing Paperwork						

Maine Department of Transportation
Contractor's Performance Rating

The computer program for contractor evaluation will provide numerical analysis and rating

CHECK APPROPRIATE ITEMS. DO NOT SCORE ITEMS WHICH DO NOT APPLY

The preliminary report shall be completed by the Resident Engineer, discussed with the Superintendent and Project Manager at a project closeout meeting and forwarded to the Construction Engineer/Program Manager. The Resident Engineer shall assure that the rating reflects the contractor's performance demonstrated by the Contractor on the contract indicated. Below Standard or Inadequate performance shall be sufficiently documented in the project records and *SO NOTED ON THIS FORM.* The Resident Engineer shall complete the review of the Preliminary Contractor's Performance Rating no later than ten (10) calendar days after the rating period ends. Contained in each category listed are items, (1, 2, 3, etc.) that reflect areas of performance the Contractor demonstrated in completing the terms and conditions of the contract. The Resident Engineer using the *RATING DESCRIPTIONS ATTACHED* shall rate items. Rate each item on its own and for this contract only without any averaging of one item against another or any tempering up or down because performance on some other contract. The Resident Engineer should use those personnel that actively participated in the inspection of the work and/or the administration of the contract to assist in rating the Contractor's performance.

Date:			PIN:		
Contractor:					
Address:					
Town:		Prime:		Sub:	
Project Type			Resident Engineer:		
☐ Bridge Construction			Project Manager:		
☐ Highway Construction			Project Start Date:		
☐ Paving			Project Completion Date:		
☐ Marine Construction			Contract Amount $		
☐ Buildings			Subcontract Amount$		
☐ Traffic Signals and/or Lighting			**Type of Report** ☐ Annual ☐ Interim ☐ Final Type:		
Quality of Work	Cooperation	Prosecution & Progress	Policies, Procedures & Regulations	Procedural & Administrative	**Total Score**

Signatures

MDOT Resident Engineer

Contractor's Superintendent

MDOT Construction Engineer/ Program Manager

Administrator / Project Manager

CONTRACTOR PERFORMANCE RATING

1. QUALITY OF WORK – 40%
   A. Contractor Quality Control – 20 points possible
   B. Workmanship – 25
   C. Compliance with Contract Requirements – 25
   D. Adequacy of personnel – 20
   E. Contractor Engineering and Survey layout – 10

2. COOPERATION – 10%
   A. Partnering (team building) – 50
   B. Attitude (cooperation) – 50

3. PROSECUTION – 25%
   A. Adherence to Progress Schedule - 30
   B. Compliance with Environmental Regulations – 25
   C. Compliance with Traffic Regulations – 20
   D. Compliance with Safety Regulations – 15
   E. Adequacy of Equipment – 10

4. IMPLEMENTATION OF FEDERAL, STATE AND LOCAL REGULATIONS – 5%
   A. Compliance with Labor Standards and EEO – 40
   B. Compliance with DBE – 30
   C. Compliance with OJT – 30 (if no OJT required add 15 pts each to a. and b.)

5. PROCEDURAL / ADMINISTRATIVE – 20%
   A. Adequacy of Supervision – 45
   B. Adequacy of Subcontractor Management – 45
   C. Adequacy of Processing Paperwork – 10

MAINE DEPARTMENT OF TRANSPORTATION
CONTRACTOR'S PERFORMANCE
RATING

CATEGORIES AND ITEMS	EXCELLENT	ABOVE STANDARD	STANDARD	BELOW STANDARD	INADEQUATE	REFERENCE
QUALITY OF WORK						
1. Contractor Quality Control	20	17	13	7	4	X40%
2. Workmanship	25	21	17	8	4	
3. Compliance with Contract Requirements	25	21	17	8	4	
4. Adequacy of Personnel	20	17	13	7	4	
5. Contractor Engineering and Survey Layout	10	8	7	4	1	
COOPERATION						
1. Partnering (Team Building)	50	42	33.5	17	8.5	X10%
2. Attitude (Cooperation)	50	42	33.5	17	8.5	
PROSECUTION & PROGRESS						
1. Adherence to Progress Schedule	30	25	20	10	5	X25%
2. Compliance with Environmental Regulations	30	25	20	10	5	
3. Compliance with Traffic Regulations	15	13	10	5	3	
4. Compliance with Safety Regulations	15	13	10	5	3	
5. Adequacy of Equipment	10	8	7	4	1	
IMPLEMENTATION OF FEDERAL, STATE AND LOCAL POLICIES, PROCEDURES AND REGULATIONS						
1. Compliance with Labor Standards and EEO Requirements	40	34	27	14	7	X5%
2. Compliance with DBE Requirements	30	25	20	10	7	
3. Compliance with OJT Requirements	30	25	20	10	1	
PROCEDURAL/ADMINISTRATIVE						
1. Adequacy of Supervision	45	38	30	15	8	X20%
2. Adequacy of Subcontractor Management	45	38	30	15	8	
3. Adequacy of Processing Paperwork	10	8	7	4	1	
MAX SCORE	**100**	**84**	**67**	**34**	**17**	

IMPLEMENTATION OF FEDERAL, STATE, AND LOCAL POLICIES, PROCEDURES AND REGULATIONS

1. **Compliance with Labor Standards and EEO requirements.** When rating this category, consider how well the Contractor met EEO hiring goals, displayed company EEO policy statement, corrected wage violations, furnished certified payrolls.

- Superior - Always in compliance with current labor standards and EEO requirements. Requested wage rate determination(s) if none exists for classification. Promptly submitted certified payrolls for themselves and their subcontractors.
- Standard - Normally in compliance with current labor standards and EEO requirements. Upon notification by the Department of noncompliance, the Contractor immediately requested wage rate determinations, corrected wage violations, submitted delinquent certified payrolls and/or any other insubordination.
- Inadequate - Noncompliance with labor standards and/or EEO requirements not met. Unresolved wage rate classifications. Delinquent payrolls not submitted after several notifications by the Department. Contractor did not demonstrate effort to follow standards and/or satisfy requirements.

2. **Compliance with DBE Requirements.** When rating this category, consider how well the Contractor met DBE requirements.

- Superior - DBE percentage exceeded contract requirements.
- Standard - DBE percentage usually met contract requirements. If not, Contractor demonstrated "Good Faith Effort" to satisfy goal.
- Inadequate - DBE requirements not met. Contractor did not demonstrate "Good Faith Effort" to satisfy goal.

3. **Compliance with OJT Requirements.** When rating this category, consider how well the Contractor met on-the-job training requirements.

- Superior - OJT requirements exceeded.
- Standard - OJT requirements were usually met. If not, Contractor demonstrated a "Good Faith Effort" to fulfill training requirement.
- Inadequate - OJT requirements were not met. Contractor did not demonstrate a "Good Faith Effort" to fulfill training requirement.

PROCEDURAL/ ADMINISTRATIVE

1. **Adequacy of Supervision.** When rating this category, consider the overall impact the contractor's supervision had on the project. Consider not only the field supervision, but also the influence of the Contractor's management that did or did not get involved in the work.

- Superior - Recognition and resolution of problems were rapid and smooth. Oversight and coordination of work was excellent. Excellent knowledge of the contract requirements and the type of work that they were doing. Full authority at the project level. Less engineer's oversight on this project than on other similar MDOT projects.
- Standard - The Contractor provided supervision of the work at the site 100 percent of the time (or as required by the Engineer). The supervision provided sufficient oversight to keep the project moving smoothly and on schedule.
- Inadequate - There was a *documented* lack of supervision available when needed and/or a lack of sufficient authority, experience, or knowledge of the type of work and the contract requirements to make correct and appropriate decisions. The engineer spent more time than normal on this type of project to assure a quality product.

2. **Adequacy of Subcontractor Management.** When rating this category, consider the Contractor's ability to coordinate subcontractor work, maintain work schedule and assure contract compliance.

- Superior - Oversight and coordination of subcontractor work was excellent. Excellent knowledge of the contract requirements. Recognition and resolution of problems were rapid and smooth. Less engineer's oversight on this project than on other similar MDOT projects.
- Standard - The Contractor provided supervision of the work at the site 100 percent of the time (or as required by the Engineer). Monitored sub activities to ensure approved materials were supplied and incorporated into the project. The supervision provided sufficient oversight to keep the project moving smoothly and on schedule.
- Inadequate - There was a *documented* lack of supervision available when needed and/or a lack of sufficient authority, experience, or knowledge of the type of work and the contract requirements to make correct and appropriate decisions. The engineer spent more time than normal on this type of project to assure a quality product.

3. **Adequacy of Processing Paperwork.** When rating this category, consider the Contractor's timeliness and cooperation in submitting required paperwork such as submittals, schedules, additional licenses and permits, subcontractor requests, material certifications and test results.

- Superior - submitted all necessary paperwork as the project progressed. The engineer spent less time than on other similar projects because of the Contractor's timely submission of accurate paperwork.
- Standard - Submission of paperwork was satisfactory. The Contractor immediately addressed any paperwork deficiencies identified by the engineer.
- Inadequate - The Contractor showed a lack of cooperation with the Department by being delinquent in its paperwork. Constant vigilance on the part of the engineer was needed to assure that all required paperwork was submitted.
-

PROSECUTION AND PROGRESS

1. **Adherence to Progress Schedule.** When rating this category, consider both whether the Contractor completed the work on time and how well the contractor's work was scheduled. When the contractor's work is not scheduled well, the engineer cannot effectively and efficiently schedule MDOT activities. Although a project may be completed without liquidated damages, the adherence to the Progress Schedule may be less than satisfactory.
Note: The rating should reflect only things that were within the contractor's control.

- Superior - The Contractor had an excellent knowledge of what to anticipate with the type of work. Everything progressed very smoothly from one activity to the next and notified the Department, in advance, of personnel or schedule changes and shutdowns for adverse weather, holidays or other circumstances. Changes in the Progress Schedule were not related to circumstances that the contractor should have anticipated. The engineering costs were lower because MDOT activities could be scheduled more efficiently than normal. Any requests for extensions of time were backed up by written evidence that showed circumstances outside the control of the Contractor. Discounting delays that were not the fault of the Contractor, the project progressed on schedule and was completed on time or before.
- Standard - The project progressed smoothly from one activity to the next. Changes in the Project Schedule were satisfactory for the type of work. The engineer's ability to schedule MDOT activities was also satisfactory. Liquidated Damages were not imposed on the project.
- Inadequate - The Contractor did not control activities to assure they were completed according to the Progress Schedule. The project did not progress smoothly form one activity to the next. Delays occurred that were due to the Contractor not having complete control of activities. The engineer could not efficiently schedule our activities at the site because the Contractor's activities were not efficiently scheduled. Liquidated damages need not have been imposed for this rating.

2. **Compliance with Environmental Requirements.** When rating this category, consider how well the Contractor met the requirements of erosion control, site stabilization, wetland's regulations, control of hazardous materials, etc.

- Superior - Fully understood and complied with regulations and requirements set up in their Plans. No avoidable problems. Contractor was environmentally sensitive. At completion, project had been stabilized.
- Standard - Complied with regulations and Plan. Promptly responded to field directives. Few problems. The Contractor had sufficient knowledge of environmental requirements to keep the project progressing normally.
- Inadequate - Noncompliance with environmental requirements and/or Plan. Nonresponsive to field directives. Frequent problems and/or shutdowns.

3. **Compliance with Traffic Regulations.** When rating this category, consider whether the Contractor had a thorough knowledge of the traffic control required in the contract, and if the Contractor took the initiative to meet the contract requirements. Also, if MDOT made improvements in the traffic control, the Contractor cooperated with the engineer to make the necessary changes.

- Superior - The Contractor coordinated construction operations that directly affected the traveling public so as to minimize impact to the public by providing a smooth, maintained riding surface and minimal delays. The Contractor provided properly trained and fully equipped personnel for flagging traffic. Traffic control devices were in excellent condition, in proper position, clean and serviced regularly. The Contractor utilized appropriate and safe methods to switch, close or open lanes under live traffic. Intervention by the engineer to ensure that the Contractor met the traffic control requirements was less than on other projects with similar types of traffic control.
- Standard - The Contractor conformed to traffic control requirements of the contract and made sure traffic controls were maintained and working effectively. Traffic control devices were in good shape. The engineer's intervention to ensure that the Contractor met the traffic requirements was normal for this type of project. The engineer never issued notices of noncompliance or safety stop orders.
- Inadequate - *Documentation* shows that directives were issued to stop work in order to correct a noncompliance with traffic control requirements. When changes in traffic control were needed, the Contractor did not cooperate to implement them. Traffic control devices were in poor shape and the engineer had to frequently request that the Contractor replace the devices.

4. **Compliance with Safety Regulations.** When rating this category, consider how good the Contractor's overall safety practices were.

- Superior - The Contractor took the initiative to ensure the safety of employees and the traveling public, and maintained the work site in an organized and safe condition. Safety equipment and devices were in excellent

shape. The Contractor immediately carried out any requests by the engineer for changes in safety measures. OSHA issued no violations or citations.

- Standard - The Contractor had good safety practices, and maintained the work site in an organized and safe condition. Safety equipment and devices were in good shape. The Contractor immediately carried out any requests by MDOT for changes in safety measures. OSHA issued no violations or citations.
- Inadequate - *Documentation* shows that the Contractor's safety practices were unsatisfactory. This is shown by OSHA giving the Contractor citations, or violations with fines, and/or the engineer imposed stoppages of work for safety issues. The Contractor only reluctantly made changes requested by MDOT, or did not make the change.

5. **Adequacy of Equipment.** When rating this category, consider what impact the Contractor's equipment had on the project. The Contractor must have available the appropriate working equipment to keep the project running efficiently.

- Superior - The Contractor had enough equipment on the project to take advantage of opportunities to make the project move more quickly. The equipment was in excellent condition (ran well and required only normal maintenance).
- Standard - There was sufficient equipment that was in good condition to keep the project moving smoothly and on schedule. A normal amount of maintenance was needed and it was taken care of before the equipment was needed. No significant delays occurred due to equipment problems.
- Inadequate - The *documentation* shows that a lack of appropriate equipment, and/or equipment that was in poor shape (may have caused damage to property, such as oil leaks), consistently caused significant delays.

COOPERATION

1. **Partnering (Team Building).** When rating this category, consider the Contractor's contribution toward helping MDOT's personnel and their personnel working together as a team. Rate this category whether a formal partnering session was done on the project or not.

- Superior - Verbal and written communications were excellent. Necessary modifications to the contract were handled promptly at the project level and in a cooperative manner. Informed the Department project personnel in advance of scheduled day-to-day items of work. It required very little effort when working with the Contractor to resolve any deviation from schedule or cost, or to implement changes.
- Standard - Verbal and written communications were good. Few modifications to the contract needed to be settled above the project level. The contractor worked cooperatively with the engineer to resolve any deviation from schedule or cost, or to implement changes.
- Inadequate - Communication and commitments were poor. *Documentation* shows which commitments were kept and which failed and why. The number of modifications that could not be settled at the project level was numerous. The Contractor provided very little cooperation when the engineer tried to resolve any deviation from schedule or cost, or to implement changes.

2. **Attitude (Cooperation).** When rating this category, consider how well the Contractor cooperated in the performance of construction activities and in correcting errors and deficiencies. Also, consider how well the Contractor cooperated and coordinated with other contractors, agencies, utilities, the public, etc.

- Superior - The Contractor seemed to go more than "half way" to help on the project by acting quickly to minimize problems, offering solutions to any problems occurring and providing additional forces, as appropriate. The Contractor had a positive and cooperative attitude in the performance of work which impacted utilities, local agencies, property owners, businesses, and other contractors on or adjacent to the project.
- Standard - The Contractor was always cooperative. Errors and deficiencies were easily corrected and activities went well. The Contractor worked with utility companies, property owners, businesses and other contractors to reduce construction impact before impact occurred to their properties.
- Inadequate - The Contractor only cooperated to correct an error or deficiency after the Department showed that lack of cooperation would delay the project, or result in lack of payment. The Contractor ignored the needs of property owners and businesses. Communication to solve problems was very difficult.

QUALITY OF WORK

1. **Contractor Quality Control.** When rating this category, consider the Contractor's ability to comply with quality control specifications. Consider whether the Contractor had a thorough knowledge of its Quality Control Plan(s), and if the Contractor took the initiative to meet the contract requirements. This item is for all projects, not just when the pay item(s) for QC/QA is in the contract.

- Superior - The Contractor's ability to control quality was far better than other Contractors doing similar types of work. The Contractor was in 100 percent compliance with the Plan(s). No deducts for deficient work. The engineer's input was less than on similar projects because of confidence in the Contractor's demonstrated knowledge and ability to meet QC requirements.
- Standard - The engineer was confident that the Contractor had full control over the quality of the work. Any assurance testing, when required, closely matched the records of contractor quality control testing. No deducts for deficient work. The Contractor immediately addressed any concerns found by the engineer. Communication flowed easily.
- Inadequate - The Contractor's quality control on the project was very poor. The engineer's oversight was greater than that required for a similar project. *Documentation* shows extensive letters and/or work orders required to maintain quality.

2. **Workmanship.** When rating this category, consider the quality of the work.

- Superior - The quality of the work was excellent. The work exceeded required tolerances and was produced efficiently. Actions needed to correct materials or workmanship not meeting the contract requirements were rare. Accepted work was protected from damage from continuing construction.
- Standard - The quality of work was satisfactory. The Contractor met the minimum tolerances, or work not meeting required tolerances was corrected. The engineer was satisfied with the quality of the finished product.
- Inadequate - *Documentation* shows the work only met required tolerances after the engineer intervened. The *documentation* also shows the Contractor's lack of concern for or the protection of quality work. Constant vigilance on the part of the engineer was needed to assure the final product was satisfactory. The engineer had to be involved in what the Contractor should have been doing.

3. **Compliance with Contract Requirements.** When rating this category, consider whether the contractor was thoroughly knowledgeable of the contract requirements (plans, standard specifications, Special Provisions, etc.) and took the initiative to be in compliance with them.

- Superior - The Contractor was in 100 percent compliance with the contract. Engineer's input was less than on similar projects because of confidence in the Contractor's demonstrated knowledge and ability to meet requirements.
- Standard - The Contractor was in 100 percent compliance with the contract. The Contractor was fully knowledgeable of all the contract requirements and how to comply with them. The Contractor needed a normal amount of input from the engineer.
- Inadequate - Knowledge of, or willingness to comply with, contract requirements was poor. When made aware of requirements not being met, the contractor took little action to meet them. The engineer needed to increase oversight compared to other contractors doing similar work to assure that contract requirements were met.

4. **Adequacy of Personnel.** When rating this category, consider what effect the contractor's personnel had on meeting the requirements of the contract. This category includes both the number of personnel and their skill level.

- Superior - The skill level and/or number of personnel exceeded the expectations of the engineer. Because of the excellent skills of the personnel, supervision from the contractor, and/or oversight by the Engineer, was less than expected for similar type of work.
- Standard - The Engineer was always confident that all work operations had contractor employees with thorough knowledge of the activity and with enough staff to do the work smoothly.
- Inadequate - There was a *documented* lack of personnel and/or skilled personnel to do the work required. When the engineer notified the Contractor of the lack of personnel and/or skill, they took insufficient action to remedy the problem.

5. **Contractor Engineering and Survey Layout.** When rating this category, consider the Contractor's ability to comply with contractor layout requirements.

- Superior - The Contractor 's ability to provide accurate engineering and survey layout was far better than other contractors doing similar types of work. Less engineer's oversight on this project than on other similar MDOT projects.
- Standard - The Contractor provided accurate engineering and survey layout. Any assurance checks closely matched the records of the Contractor and plan requirements. Adequate survey station markers and grades were provided and maintained as necessary in the performance of work and/or inspection.
- Inadequate - The Contractor's engineering and layout on the project was very poor, based on mistakes made. The engineer's oversight was greater than that required for a similar project. QA checks were excessive in order to properly control quality. *Documentation* shows extensive letters, work orders, and/or corrections required to maintain quality.

EXHIBIT 28

Carlton Day Reed, Jr., Chairman
Jackson A. Parker, President

REED & REED, INC.
WOOLWICH, MAINE 04579
Tel.: (207) 443-9747
Fax: (207) 443-2792
E-MAIL: reed-reed@reed-reed.com

March 6, 2002

Mr. Floyd Luce
Contracts Engineer, MDOT
Augusta, ME

Re: Material Certification, Project STP-6758(01)X & STP6757(01)X Alton / Old Town.

Dear Floyd,

This is to certify that the below listed materials, which were incorporated into the above-designated project, comply with the pertinent specified material requirements of the contract. Processing, project testing and inspection control of raw materials is in conformity with the applicable drawings and/or standards of all articles furnished:

Bridge Railing & Hardware
Elastomeric Bearings
Membrane Waterproofing
Waterstop / Joint Sealant
Protective Coating
Pavement Markings
Reinforcing Steel
Foundation Pile
Seed
Culverts
Erosion Control Mesh
Gabions
Guardrail

Sincerely yours

CL Guerette

Charles L. Guerette
Project Manager

EXHIBIT 29

Carlton Day Reed, Jr., Chairman
Jackson A. Parker, President

REED & REED, INC.

WOOLWICH, MAINE 04579
Tel.: (207) 443-9747
Fax: (207) 443-2792
E-MAIL: reed-reed@reed-reed.com

March 6, 2002

Mr. Floyd Luce
MDOT Contracts Engineer
Augusta, ME

Re: Buy America Statement, Project STP-6758(01)X & STP-6757(01)X

Dear Bruce,

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 1% of the original contract amount, whichever is greater, were manufactured in the United States, and coating, if one was required, was applied in the United States.

Sincerely yours

Charles L. Guerette
Project Manager

EXHIBIT 30

Carlton Day Reed, Jr., Chairman
Jackson A. Parker, President

REED & REED, INC.

WOOLWICH, MAINE 04579
Tel.: (207) 443-9747
Fax: (207) 443-2792
E-MAIL: reed-reed@reed-reed.com

March 6, 2002

Mr. Floyd Luce
MDOT Contracts Engineer
Augusta, ME

RE: Statement of all bills paid, Request for final payment. Project STP-6758(01)X &STP-6757(01)X Alton / Old Town.

Dear Floyd,

This is to advise you that all bills for labor and material have been paid and to certify that all laborers, mechanics, apprentices, trainees, watchmen and guard employed by us or any subcontractor performing work under this project have been paid wages at rates not less than those required by contract provisions and the work performed by each such laborer, mechanic, apprentice, or trainee conforms to the classification set forth in the contract or training program applicable to the wage rate paid.

Would you please process this project for final payment and/or release of pledged securities. Thank you.

Very truly yours,

CL Guerette

Charles L. Guerette
Project Manager

A11 B:1/5

EXHIBIT 31 OMB NO. 2125-0033

U.S. Department of Transportation
Federal Highway Administration

STATEMENT OF MATERIALS AND LABOR USED BY CONTRACTORS ON HIGHWAY CONSTRUCTION INVOLVING FEDERAL FUNDS

PART A *To be completed by FHWA or State Highway Personnel (See instructions on reverse)*

STATE*	COUNTY	FEDERAL PROJECT NO.*	URBAN ( ) RURAL ( )*

ITEM	DESCRIPTION		ROADWAY	BRIDGE *(Over 20 ft)*	DATE STARTED*
	CONSTRUCTION TYPE CODES				
1	LENGTH OF PROJECT	MILES			DATE COMPLETED*
2	FINAL* CONSTRUCTION COST	DOL			TOTAL NO. BRIDGES

PART B *To be completed by; contractor - see instructions on reverse (REMARKS Attach plain sheet of paper)*

3	LABOR* TOTAL PROJECT	TOTAL LABOR-HOURS	GROSS EARNINGS

ITEM	DESCRIPTION	UNIT	PROJECT QUANTITY
4	TOTAL COST OF ALL MATERIALS AND SUPPLIES*	DOL.	
5	PETROLEUM PRODUCTS*	GAL.	
6	CEMENT	BBL.	
7		LB.	
8		TON.	
9	AGGREGATES PURCHASED	TON.	
10		CU. YD.	
11	BITUMINOUS MATERIAL	GAL.	
12	LUMBER	THSD. BD. FT.	
13	REINFORCING STEEL	LB.	
14	STRUCTURAL STEEL	LB.	
15	READY-MIXED CONCRETE	CU. YD.	
16	PREMIXED BITUMINOUS PAVING MATERIALS	TON.	
17	AGGREGATES PRODUCED	TON	
18		CU. YD.	
19	MISCELLANEOUS STEEL	LB.	
20	NOISE BARRIERS	LIN. FT.	
21	GUARDRAIL	LIN. FT.	
22	BRIDGE RAIL	LIN. FT.	
23	FINAL CONTRACT AMOUNT FOR SIGNS	DOL.	
24	FINAL CONTRACT AMT. FOR LIGHTING	DOL.	
25	FINAL CONTRACT AMT. FOR TRAFFIC SIGNALS	DOL.	

CULVERT ITEMS

	SIZE *(In.)*	LGTH *(Lin ft)*
26 CORR. STEEL CULVERT		

27 CONCRETE PIPE

28 CLAY PIPE

SIZE *(In.)*	LGTH *(Lin ft)*

29 CORR. ALUMINUM CULVERT

30 PLASTIC PIPE

REVIEWED BY DATE

*MUST BE REPORTED ON ALL REPORTS

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