

Updated 12/13/2021

FEDERAL PROJECT

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

1. Use pen and ink to complete all paper Bids.
2. As a minimum, the following must be received prior to the time of Bid opening:

For a Paper Bid:

- a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items, d) two copies of the completed and signed Contract Offer, Agreement & Award form, e) a Bid Guaranty, (if required), and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

For an Electronic Bid:

NOTE: Not all projects accept Electronic Bids. Please review the Notice to Contractors and see if it specifically states that Electronic Bids will be accepted.

- a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, b) an electronic Bid Guaranty (if required) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items in the Schedule of Items (excluding non-selected alternates).
4. Bid Guaranty acceptable forms are:
 - a) a properly completed and signed Bid Bond on the Department's prescribed form (or on a form that does not contain any significant variations from the Department's form as determined by the Department) for 5% of the Bid Amount or
 - b) an Official Bank Check, Cashier's Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors or
 - c) an electronic bid bond submitted with an electronic bid.
5. If a paper Bid is to be sent, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building located at 16 Child Street in Augusta. Other means, such as U.S. Postal Service's Express Mail has proven not to be reliable.

IN ADDITION, FOR FEDERAL AID PROJECTS:

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

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

*For complete bidding requirements, refer to Section 102 of the Maine Department
of Transportation, Standard Specifications, March 2020 Edition.*

NOTICE

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

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments must fill out the on-line plan holder registration form and provide an email address to the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

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

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

NOTICE

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

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

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

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

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

October 16, 2001

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

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____, of the City/Town of _____ and State of _____

as Principal, and _____ as Surety, a

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

Business in _____ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of _____ for payment which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a part herein, to enter into a written contract for the construction of _____

_____ and if the Department shall accept said bid

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

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

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

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

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

force, and effect.

Signed and sealed this _____ day of _____ 20____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

Please use the attached “Request for Information” form when submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. RFI’s may be faxed to 207-624-3431, submitted electronically through the Departments web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to RFI-Contracts.MDOT@maine.gov.

These are the only allowable mechanisms for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

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

RFI No: _____

Date _____ **Time** _____

WIN(S): _____ **Town(s):** _____ **Bid Date:** _____

Question(s):_____

Company Name: _____ **Phone: ()** _____

Email: _____ **Fax:** (____) _____

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NOTICE

Disadvantaged Business Enterprise Proposed Utilization

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

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

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

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

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

MDOTs DBE Directory of Certified firms can also be obtained at <https://www.maine.gov/mdot/civilrights/dbe/>

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

The Contractor Shall Extend equal opportunity to MaineDOT certified DBE firms (as listed in MaineDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

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

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

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

Revised 1/12

DBE GOAL NOTICE FFY 2022-2024
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 (MaineDOT) has established a Disadvantaged Business Enterprise Program (DBE) for disadvantaged business participation in the federal-aid highway and bridge construction programs; MaineDOT contracts covered by the program include consulting, construction, supplies, manufacturing, and service contracts.

For FFY 2022-24 (October 1, 2021 through September 30, 2024) MaineDOT has established an annual DBE participation goal of **1.97%** to be achieved through race/gender neutral means. This goal has been approved by the Federal Highway Administration and remains in effect through September 30, 2024. MaineDOT must meet this goal each federal fiscal year. If the goal is not met, MaineDOT must provide a justification for not meeting the goal and provide a plan to ensure the goal is met, which may include contract goals on certain projects that contractors will be required to meet.

MaineDOT asks all contractors, consultants and subcontractors to seek certified DBE firms for projects and to work to meet the determined 1.97% goal without the need to impose contract goals. DBE firms are listed on the MaineDOT website at:

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

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

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

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

Contractor: _____ Telephone: _____ Ext _____

Contact Person: _____ Fax: _____

E-mail: _____

BID DATE: _____

FEDERAL PROJECT PIN # _____ PROJECT LOCATION: _____

TOTAL ANTICIPATED DBE _____% PARTICIPATION FOR THIS CONTRACT

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

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

Equal Opportunity Use:

Form received: ____/____/____ Verified by: _____

FHWA ☐

FTA ☐

FAA ☐

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

Rev. 01/15

Maine Department of Transportation Civil Rights Office

Directory of Certified Disadvantaged Business Enterprises

Listing can be found at:

<https://www.maine.gov/mdot/civilrights/dbe/>

For additional information and guidance contact:

Civil Rights Office at (207) 624-3066

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

Vendor Registration

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

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

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Bucknam Road Bridge Replacement, Intersection Improvements, and Johnson Road Bridge Replacement in the town of **FALMOUTH**" will be received from contractors at the Reception Desk, MaineDOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on May 18, 2022 and at that time and place, publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must have completed, or successfully complete, a bridge prequalification, or project specific prequalification to be considered for the award of this contract. **We now accept electronic bids for bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: The Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening.** Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. WIN 021720.00, 021721.00, HSIP-2267(200) WIN 022672.00

Location: In Cumberland County, Bucknam Road bridge over Interstate 295 and ramp intersection improvements begin approximately 0.17 of a mile westerly of US Route 1. Johnson Road bridge is located over Interstate 295 approximately 0.20 of a mile westerly of US Route 1.

Scope of Work: Bucknam Road Bridge replacement, Bucknam Road ramp intersection improvements, and Johnson Road Bridge replacement plus other incidental work.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Project Manager Mackenzie Kersbergen** at (207) 624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, project name and identification number should be in the subject line. Questions received after 12:00 noon of Monday (or if that Monday is a state holiday, Friday) prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Plans, specifications and bid forms may be seen at the MaineDOT Building in Augusta, Maine, and at the Department of Transportation's Regional Office in Scarborough. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans \$160.00 (\$169.00 by mail). Half size plans \$80.00 (\$84.25 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

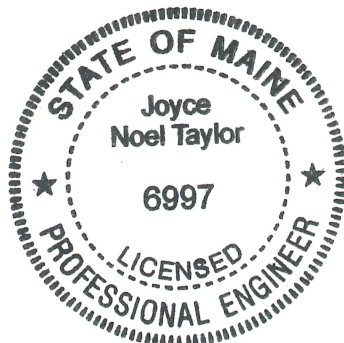
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of 5% of the bid amount, payable to Treasurer,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

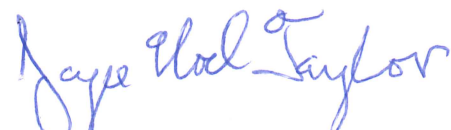
This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by *State of Maine, Department of Transportation, Standard Specifications, March 2020 Edition*, price \$10 [\$15 by mail], and *Standard Details, March 2020 Edition*, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. *Standard Detail* updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

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

Augusta, Maine
April 27, 2022




JOYCE NOEL TAYLOR P. E.
CHIEF ENGINEER

Falmouth
Bucknam Rd Bridge, WIN 021720.00
Johnson Rd Bridge, WIN 021721.00
I295 NB Ramp/ Bucknam Rd, WIN 022672.00
April 14, 2011
Supersedes August 3, 2004

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/> . It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

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

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

NOTICE

(COVID-19 Pandemic)

The Department considers the COVID-19 Pandemic an Uncontrollable Event as defined in Section 101.2 of the Department's Standard Specifications.

Accordingly, any documented delay to the project's Critical Path due to COVID-19 related issues, such as impacted workforce, subcontracts, or material supply, will be considered an Excusable Delay as defined in Section 109.5(A)(3) of the Department's Supplemental Specifications.

As an Excusable Delay, the Contractor is entitled to an extension of time provided that other associated notification, documentation, and procedural requirements set forth in the Contract are met.

4/20/2022

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 15

Proposal ID: 021720.00

Project(s): 021720.00, 021721.00, 022672.00

SECTION: 1 INITIAL GROUP

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	202.13 REMOVING EXISTING RAILINGS (RETAINED BY DEPARTMENT)	1,015.000 LF	_____	 _____	_____	 _____
0020	202.15 REMOVING EXISTING MANHOLE OR CATCH BASIN	2.000 EA	_____	 _____	_____	 _____
0030	202.19 REMOVING EXISTING BRIDGE BUCKNAM RD	LUMP SUM		LUMP SUM	_____	 _____
0040	202.19 REMOVING EXISTING BRIDGE JOHNSON RD	LUMP SUM		LUMP SUM	_____	 _____
0050	202.202 REMOVING PAVEMENT SURFACE	2,240.000 SY	_____	 _____	_____	 _____
0060	203.20 COMMON EXCAVATION	8,160.000 CY	_____	 _____	_____	 _____
0070	203.24 COMMON BORROW	5,230.000 CY	_____	 _____	_____	 _____
0080	203.25 GRANULAR BORROW	950.000 CY	_____	 _____	_____	 _____
0090	203.4338 LIGHTWEIGHT FILL FOAMED GLASS AGGREGATE	2,180.000 CY	_____	 _____	_____	 _____
0100	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	2,100.000 CY	_____	 _____	_____	 _____
0110	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	7,760.000 CY	_____	 _____	_____	 _____

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Proposal Schedule of Items

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Proposal ID: 021720.00

Project(s): 021720.00, 021721.00, 022672.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0120	403.2081 12.5 MM POLYMER MODIFIED HOT MIX ASPHALT	1,290.000 T	_____	 _____	_____	 _____
0130	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	175.000 T	_____	 _____	_____	 _____
0140	403.213 HOT MIX ASPHALT 12.5 MM BASE	1,580.000 T	_____	 _____	_____	 _____
0150	403.2131 12.5 MM POLYMER MODIFIED HMA BASE	1,380.000 T	_____	 _____	_____	 _____
0160	409.15 BITUMINOUS TACK COAT - APPLIED	945.000 G	_____	 _____	_____	 _____
0170	461.131 TEMPORARY PAVEMENT	160.000 T	_____	 _____	_____	 _____
0180	501.239 DYNAMIC LOADING TESTS - PROVIDING FOR	6.000 EA	_____	 _____	_____	 _____
0190	501.301 STEEL SHEET PILING	LUMP SUM	LUMP SUM		_____	 _____
0200	501.50 STEEL H-BEAM PILES 89 LBS/FT, DELIVERED	2,770.000 LF	_____	 _____	_____	 _____
0210	501.501 STEEL H-BEAM PILES 89 LBS/FT, IN PLACE	2,510.000 LF	_____	 _____	_____	 _____
0220	501.54 STEEL H-BEAM PILES 117 LBS/FT, DELIVERED	2,000.000 LF	_____	 _____	_____	 _____

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Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 021720.00

Project(s): 021720.00, 021721.00, 022672.00

SECTION: 1 INITIAL GROUP

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0230	501.541 STEEL H-BEAM PILES 117 LBS/FT, IN PLACE	1,880.000 LF	_____	 _____	_____	 _____
0240	501.90 PILE TIPS	63.000 EA	_____	 _____	_____	 _____
0250	501.91 PILE SPLICES	70.000 EA	_____	 _____	_____	 _____
0260	501.92 PILE DRIVING EQUIPMENT MOBILIZATION	LUMP SUM	LUMP SUM	 _____	_____	 _____
0270	502.219 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	LUMP SUM	LUMP SUM	 _____	_____	 _____
0280	502.239 STRUCTURAL CONCRETE PIERS	LUMP SUM	LUMP SUM	 _____	_____	 _____
0290	502.26 STRUCTURAL CONCRETE ROADWAY AND SIDEWALK SLABS ON STEEL BRIDGES	LUMP SUM	LUMP SUM	 _____	_____	 _____
0300	502.291 SAW CUT GROOVING	LUMP SUM	LUMP SUM	 _____	_____	 _____
0310	502.31 STRUCTURAL CONCRETE APPROACH SLABS	LUMP SUM	LUMP SUM	 _____	_____	 _____
0320	502.49 STRUCTURAL CONCRETE CURBS AND SIDEWALKS	LUMP SUM	LUMP SUM	 _____	_____	 _____
0330	502.77 FIBER REINFORCED POLYMER BRIDGE DRAIN - TYPE: C	2.000 EA	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 021720.00

Project(s): 021720.00, 021721.00, 022672.00

SECTION: 1 INITIAL GROUP

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0340	502.77 FIBER REINFORCED POLYMER BRIDGE DRAIN - TYPE: E	2.000 EA	_____	 _____	_____	 _____
0350	502.77 FIBER REINFORCED POLYMER BRIDGE DRAIN - TYPE: F	4.000 EA	_____	 _____	_____	 _____
0360	503.17 MECHANICAL WELDED SPLICE	1,603.000 EA	_____	 _____	_____	 _____
0370	503.19 LOW-CARBON, CHROMIUM REINFORCEMENT - FABRICATED & DELIVERED	325,400.000 LB	_____	 _____	_____	 _____
0380	503.20 LOW-CARBON, CHROMIUM REINFORCEMENT - PLACING	325,400.000 LB	_____	 _____	_____	 _____
0390	504.702 STRUCTURAL STEEL FABRICATED AND DELIVERED, WELDED BUCKNAM RD	LUMP SUM	LUMP	 SUM	_____	 _____
0400	504.702 STRUCTURAL STEEL FABRICATED AND DELIVERED, WELDED JOHNSON RD	LUMP SUM	LUMP	 SUM	_____	 _____
0410	504.71 STRUCTURAL STEEL ERECTION BUCKNAM RD	LUMP SUM	LUMP	 SUM	_____	 _____
0420	504.71 STRUCTURAL STEEL ERECTION JOHNSON RD	LUMP SUM	LUMP	 SUM	_____	 _____
0430	505.08 SHEAR CONNECTORS	LUMP SUM	LUMP	 SUM	_____	 _____

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Maine Department of Transportation

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Proposal ID: 021720.00

Project(s): 021720.00, 021721.00, 022672.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0440	506.9104 THERMAL SPRAY COATING - SHOP APPLIED	LUMP SUM	LUMP	SUM	_____	_____
0450	507.0821 STEEL BRIDGE RAILING, 3 BAR	LUMP SUM	LUMP	SUM	_____	_____
0460	507.0831 STEEL BRIDGE RAILING, 4 BAR	LUMP SUM	LUMP	SUM	_____	_____
0470	508.14 HIGH PERFORMANCE WATERPROOFING MEMBRANE	LUMP SUM	LUMP	SUM	_____	_____
0480	513.22 CRUSHED STONE SLOPE PROTECTION	1,310.000 SY	_____	_____	_____	_____
0490	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP SUM	LUMP	SUM	_____	_____
0500	519.60 EXPANSION DEVICE - ASPHALTIC PLUG JOINT	91.000 LF	_____	_____	_____	_____
0510	523.52 BEARING INSTALLATION	12.000 EA	_____	_____	_____	_____
0520	523.5401 LAMINATED ELASTOMERIC BEARINGS, FIXED	12.000 EA	_____	_____	_____	_____
0530	524.301 TEMPORARY STRUCTURAL SUPPORT BUCKNAM RD APPROACH	LUMP SUM	LUMP	SUM	_____	_____
0540	524.301 TEMPORARY STRUCTURAL SUPPORT BUCKNAM RD CURB ANCHORAGE	LUMP SUM	LUMP	SUM	_____	_____

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SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0550	524.301 TEMPORARY STRUCTURAL SUPPORT BUCKNAM RD PIER	LUMP SUM	LUMP	SUM	_____	_____
0560	524.301 TEMPORARY STRUCTURAL SUPPORT BUCKNAM RD PIER SUPPORT	LUMP SUM	LUMP	SUM	_____	_____
0570	524.301 TEMPORARY STRUCTURAL SUPPORT JOHNSON RD	LUMP SUM	LUMP	SUM	_____	_____
0580	524.40 PROTECTIVE SHIELD BUCKNAM RD	LUMP SUM	LUMP	SUM	_____	_____
0590	524.40 PROTECTIVE SHIELD JOHNSON RD	LUMP SUM	LUMP	SUM	_____	_____
0600	526.301 PORTABLE CONCRETE BARRIER TYPE I	LUMP SUM	LUMP	SUM	_____	_____
0610	526.304 PORTABLE CONCRETE BARRIER, ANCHORED TYPE 1	LUMP SUM	LUMP	SUM	_____	_____
0620	526.305 PORTABLE CONCRETE BARRIER, BRACED TYPE 1	LUMP SUM	LUMP	SUM	_____	_____
0630	526.34 PERMANENT CONCRETE TRANSITION BARRIER	8.000 EA	_____	_____	_____	_____
0640	527.33 TRUCK MOUNTED ATTENUATOR	4.000 EA	_____	_____	_____	_____
0650	527.34 WORK ZONE CRASH CUSHIONS	8.000 UN	_____	_____	_____	_____

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Proposal ID: 021720.00

Project(s): 021720.00, 021721.00, 022672.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0660	603.165 15 INCH REINFORCED CONCRETE PIPE CLASS III	40.000 LF	_____	_____	_____	_____
0670	603.175 18 INCH REINFORCED CONCRETE PIPE CLASS III	180.000 LF	_____	_____	_____	_____
0680	603.179 18 INCH CULVERT PIPE OPTION III	278.000 LF	_____	_____	_____	_____
0690	603.19 24 INCH CULVERT PIPE OPTION I	126.000 LF	_____	_____	_____	_____
0700	604.072 CATCH BASIN TYPE A1-C	4.600 EA	_____	_____	_____	_____
0710	604.092 CATCH BASIN TYPE B1-C	2.000 EA	_____	_____	_____	_____
0720	604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	3.000 EA	_____	_____	_____	_____
0730	604.262 CATCH BASIN TYPE B5-C	8.250 EA	_____	_____	_____	_____
0740	605.11 12 INCH UNDERDRAIN TYPE C	869.000 LF	_____	_____	_____	_____
0750	606.1301 31" W-BM GR, MID-WAY SPLICE-SGL FACED	2,154.500 LF	_____	_____	_____	_____
0760	606.1303 31" W-BM GR, MID-WAY SPLICE-15' RAD AND LESS	50.000 LF	_____	_____	_____	_____
0770	606.1304 31" W-BM GR, MID-WAY SPLICE-OVER 15' RAD	237.500 LF	_____	_____	_____	_____

Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 021720.00

Project(s): 021720.00, 021721.00, 022672.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0780	606.1305 31" W-BM GR, MID-WAY SPLICE FLARED TERMINAL	4.000 EA				
0790	606.1306 31" W-BM GR, MID-WAY SPLICE TANGENT TERMINAL	9.000 EA				
0800	606.1307 BRIDGE TRANSITION (ASYMMETRICAL) - TYPE 1A	8.000 EA				
0810	606.1724 GUARDRAIL TRANSITION - TYPE 3	8.000 EA				
0820	606.2593 ANCHORAGE ASSEMBLY, MIDWAY SPLICE	1.000 EA				
0830	606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	2.000 EA				
0840	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	22.000 EA				
0850	607.183 CHAIN LINK SNOW FENCE 33 INCH	LUMP SUM				
0860	607.25 REMOVE AND RESET CHAIN LINK FENCE	45.000 LF				
0870	608.07 PLAIN CONCRETE SIDEWALK	29.000 SY				
0880	608.26 CURB RAMP DETECTABLE WARNING FIELD	66.000 SF				

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Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 021720.00

Project(s): 021720.00, 021721.00, 022672.00

SECTION: 1

INITIAL GROUP

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0890	609.11 VERTICAL CURB TYPE 1	619.000 LF				
0900	609.12 VERTICAL CURB TYPE 1 - CIRCULAR	60.000 LF				
0910	609.222 TERMINAL CURB TYPE 1 - CIRCULAR	12.000 LF				
0920	609.31 CURB TYPE 3	430.000 LF				
0930	609.34 CURB TYPE 5	901.000 LF				
0940	609.35 CURB TYPE 5 - CIRCULAR	32.000 LF				
0950	610.08 PLAIN RIPRAP	19.000 CY				
0960	610.18 STONE DITCH PROTECTION	180.000 CY				
0970	613.319 EROSION CONTROL BLANKET	2,960.000 SY				
0980	613.40 TURF REINFORCEMENT MAT - (TRM)	770.000 SY				
0990	615.07 LOAM	560.000 CY				
1000	615.081 COMPOST BLANKET	36.000 CY				
1010	618.13 SEEDING METHOD NUMBER 1	2.000 UN				

Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 021720.00

Project(s): 021720.00, 021721.00, 022672.00

SECTION: 1

INITIAL GROUP

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1020	618.14 SEEDING METHOD NUMBER 2	90.000 UN				
1030	618.146 HGM BIOTIC SOIL HYDROMULCH MEDIA	6.000 UN				
1040	619.12 MULCH	95.000 UN				
1050	620.58 EROSION CONTROL GEOTEXTILE	1,888.000 SY				
1060	620.66 DRAINAGE GEOCOMPOSITE	240.000 SY				
1070	626.11 PRECAST CONCRETE JUNCTION BOX	1.000 EA				
1080	626.21 METALLIC CONDUIT	10.000 LF				
1090	626.22 NON-METALLIC CONDUIT	235.000 LF				
1100	626.35 CONTROLLER CABINET FOUNDATION	1.000 EA				
1110	626.36 REMOVE OR MODIFY CONCRETE FOUNDATION	4.000 EA				
1120	626.38 GROUND MOUNTED CABINET FOUNDATION	1.000 EA				
1130	626.411 18 INCH DIAMETER FOUNDATION	17.500 LF				

Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 021720.00

Project(s): 021720.00, 021721.00, 022672.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1140	626.421 24 INCH DIAMETER FOUNDATION	15.000 LF				
1150	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	13,250.000 LF				
1160	627.744 6" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	105.000 LF				
1170	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	2,710.000 SF				
1180	627.77 REMOVING PAVEMENT MARKINGS	1,500.000 SF				
1190	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	8,350.000 LF				
1200	629.05 HAND LABOR, STRAIGHT TIME	110.000 HR				
1210	631.10 AIR COMPRESSOR (INCLUDING OPERATOR)	60.000 HR				
1220	631.11 AIR TOOL (INCLUDING OPERATOR)	60.000 HR				
1230	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	63.000 HR				
1240	631.13 BULLDOZER (INCLUDING OPERATOR)	4.000 HR				

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Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 021720.00

Project(s): 021720.00, 021721.00, 022672.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1250	631.14 GRADER (INCLUDING OPERATOR)	45.000 HR				
1260	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	80.000 HR				
1270	631.22 FRONT END LOADER (INCLUDING OPERATOR)	79.000 HR				
1280	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	4.000 HR				
1290	634.161 BRIDGE AND HIGHWAY LIGHTING, INCLUDING WIRE	LUMP SUM				
1300	639.18 FIELD OFFICE TYPE A	1.000 EA				
1310	643.22 NON-INVASIVE DETECTION - ADVANCE: BUCKNAM RD & I295 NB RAMPS	LUMP SUM				
1320	643.22 NON-INVASIVE DETECTION - ADVANCE: BUCKNAM RD & I295 SB RAMPS	LUMP SUM				
1330	643.23 NON-INVASIVE DETECTION - PHASE PRIORITY: BUCKNAM RD & I295 NB RAMPS	LUMP SUM				
1340	643.71 TRAFFIC SIGNAL MODIFICATION BUCKNAM RD & I295 NB RAMPS	LUMP SUM				

Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 021720.00

Project(s): 021720.00, 021721.00, 022672.00

SECTION: 1 INITIAL GROUP

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1350	643.71 TRAFFIC SIGNAL MODIFICATION BUCKNAM RD & I295 SB RAMPS	LUMP SUM	LUMP	SUM	_____	_____
1360	643.71 TRAFFIC SIGNAL MODIFICATION BUCKNAM RD & MIDDLE RD	LUMP SUM	LUMP	SUM	_____	_____
1370	643.83 VIDEO DETECTION SYSTEM BUCKNAM RD & I295 NB RAMPS	LUMP SUM	LUMP	SUM	_____	_____
1380	643.83 VIDEO DETECTION SYSTEM BUCKNAM RD & I295 SB RAMPS	LUMP SUM	LUMP	SUM	_____	_____
1390	643.92 PEDESTAL POLE	2.000 EA	_____	_____	_____	_____
1400	645.103 DEMOUNT GUIDE SIGN	10.000 EA	_____	_____	_____	_____
1410	645.106 DEMOUNT REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGN	40.000 EA	_____	_____	_____	_____
1420	645.108 DEMOUNT POLE	3.000 EA	_____	_____	_____	_____
1430	645.113 REINSTALL GUIDE SIGN	10.000 EA	_____	_____	_____	_____
1440	645.116 REINSTALL REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGN	34.000 EA	_____	_____	_____	_____
1450	645.118 REINSTALL POLE	3.000 EA	_____	_____	_____	_____

Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 021720.00

Project(s): 021720.00, 021721.00, 022672.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1460	645.157 DYNAMIC MESSAGE SIGN, REMOVE AND REINSTALL	LUMP SUM		LUMP SUM		
1470	645.292 REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGNS TYPE II	145.000 SF				
1480	652.312 TYPE III BARRICADE	12.000 EA				
1490	652.33 DRUM	300.000 EA				
1500	652.34 CONE	230.000 EA				
1510	652.35 CONSTRUCTION SIGNS	1,360.000 SF				
1520	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP SUM		LUMP SUM		
1530	652.38 FLAGGER	3,100.000 HR				
1540	652.381 TRAFFIC OFFICER	230.000 HR				
1550	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	8.000 EA				
1560	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM		LUMP SUM		

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Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 021720.00

Project(s): 021720.00, 021721.00, 022672.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1570	658.20 ACRYLIC LATEX COLOR FINISH, GREEN	205.000 SY	_____	_____	_____	_____
1580	659.10 MOBILIZATION	LUMP SUM	LUMP SUM	_____	_____	_____
Section: 1			Total:	_____	_____	_____
			Total Bid:	_____	_____	_____

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN **021720.00** for **Bucknam Road Bridge Replacement**, WIN **021721.00** for **Johnson Road Bridge Replacement**, and WIN **022672.00** for **Interstate 295 Northbound Ramp - Bucknam Road Improvements** in the town of **Falmouth**, County of **Cumberland**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **December 15, 2024**. 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, March 2020 Edition* and related Special Provisions.

C. Price.

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

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 021720.00 Bucknam Road Bridge Replacement**, **WIN 021721.00 Johnson Road Bridge Replacement**, and **WIN 22672.00 Interstate 295 Northbound Ramp - Bucknam Road Improvements plus other incidental work**, for 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, March 2020 Edition*, and as addressed in the contract documents.

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

Third: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

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

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN **021720.00** for **Bucknam Road Bridge Replacement**, WIN **021721.00** for **Johnson Road Bridge Replacement**, and WIN **022672.00** for **Interstate 295 Northbound Ramp - Bucknam Road Improvements** in the town of **Falmouth**, County of **Cumberland**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **December 15, 2024**. 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, March 2020 Edition* and related Special Provisions.

C. Price.

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

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 021720.00 Bucknam Road Bridge Replacement, WIN 021721.00 Johnson Road Bridge Replacement, and WIN 22672.00 Interstate 295 Northbound Ramp - Bucknam Road Improvements plus other incidental work,** for 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, March 2020 Edition*, and as addressed in the contract documents.

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

Third: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

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

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

(Name of the firm bidding the job)

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)**

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No.01 **12345.00**, for the **Hot Mix Asphalt Overlay** in the town/city of **South Nowhere**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 15, 2006**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* and related Special Provisions.

C. Price.

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

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition*, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the *Standard Specifications March 2020 Edition* (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition*, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 012345.00 South Nowhere, Hot Mix Asphalt Overlay,

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

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items," which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

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

Third: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

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

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

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

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

Date

(Witness Sign Here)
Witness

CONTRACTOR

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

(Print Name Here)
(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

(Witness)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

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

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

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

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

WITNESSES:

Signature.....
Print Name Legibly

Signature
Print Name Legibly

SURETY ADDRESS:

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

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....
Print Name Legibly

SURETY:

.....
Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS
.....
.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

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

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

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

Signed and sealed this day of, 20

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS

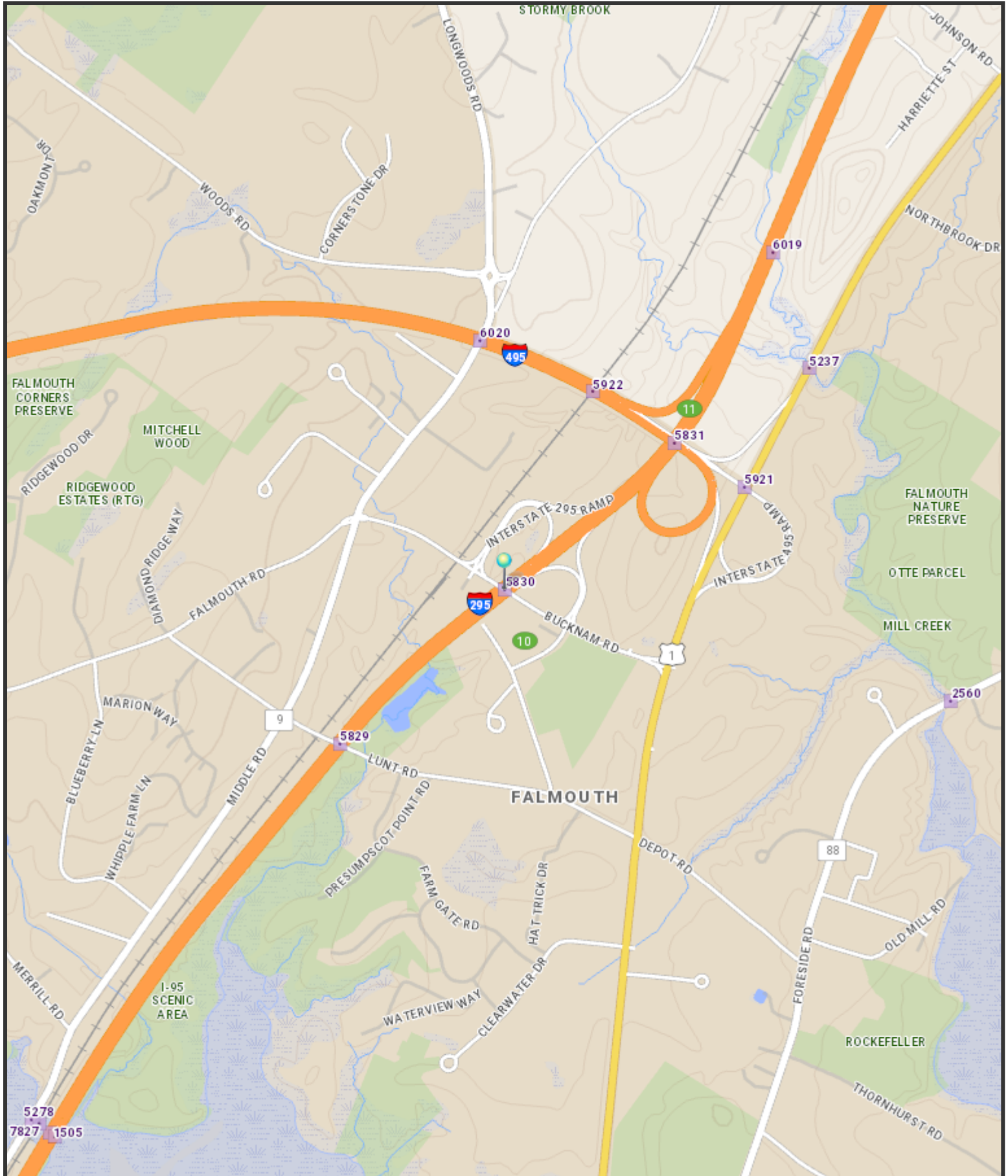
.....

.....

TELEPHONE

.....

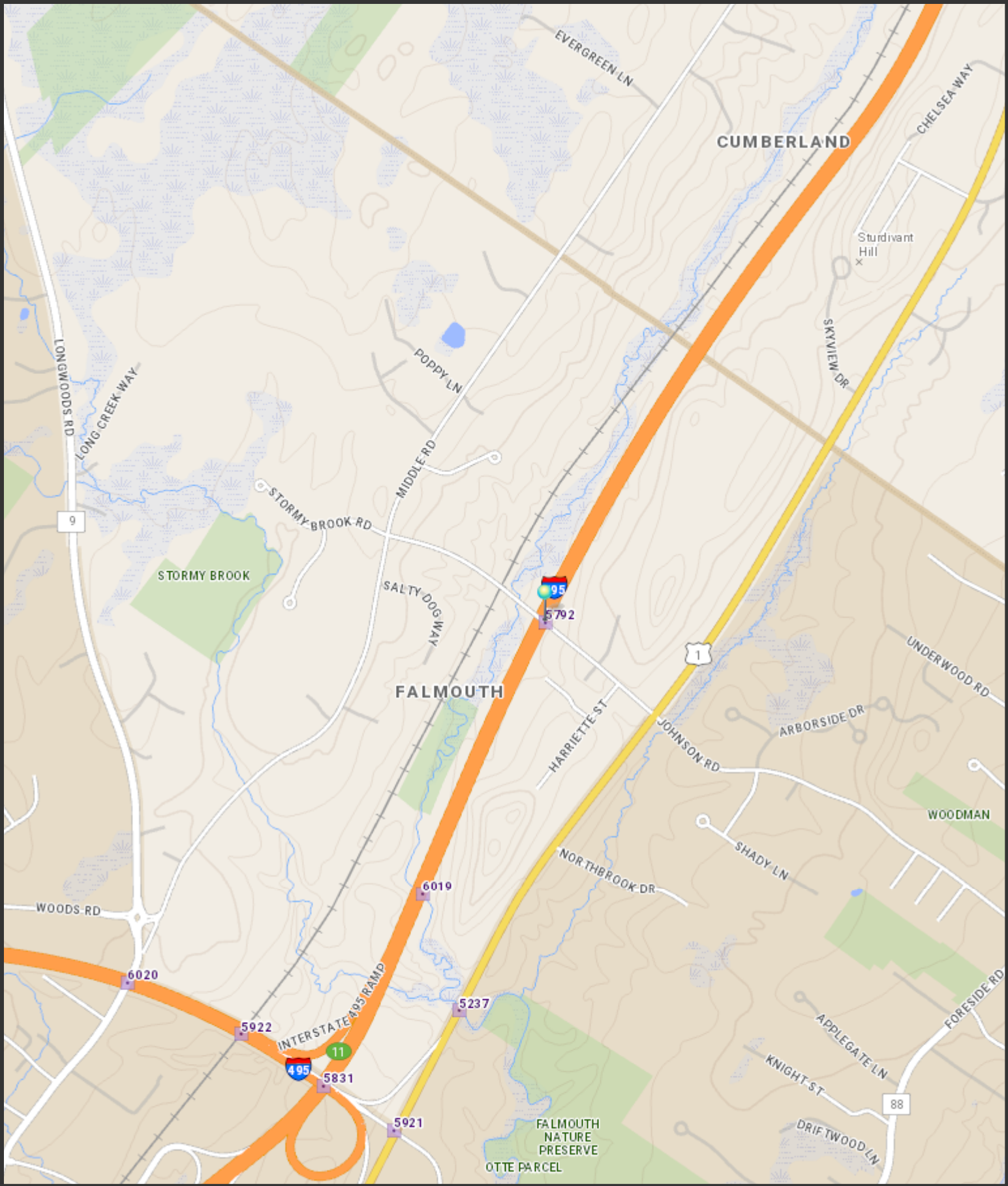
WIN 021720.00 AND 022672.00



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

0.25
Miles
1 inch = 0.28 miles

Date: 4/13/2022
Time: 12:57:34 PM
46



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

0.25 Miles
1 inch = 0.28 miles

Date: 4/13/2022
Time: 12:56:32 PM
47

"General Decision Number: ME20220046 02/25/2022

Superseded General Decision Number: ME20210046

State: Maine

Construction Type: Highway

County: Cumberland County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUME2014-041 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 18.95	3.23
CEMENT MASON/CONCRETE FINISHER...	\$ 19.27	1.13
ELECTRICIAN.....	\$ 26.40	6.66
HIGHWAY/PARKING LOT STRIPING:		
Laborer.....	\$ 15.53	2.04
INSTALLER - GUARDRAIL.....	\$ 19.98	2.55
IRONWORKER, REINFORCING.....	\$ 21.85	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.33	4.50
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 17.44	2.07
LABORER: Common or General.....	\$ 15.29	2.08
LABORER: Epoxy Injector (Concrete).....	\$ 13.43 **	1.15
LABORER: wheelman.....	\$ 20.34	3.43
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 21.07	4.39
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 21.97	1.74
OPERATOR: Broom/Sweeper.....	\$ 19.02	0.00
OPERATOR: Bulldozer.....	\$ 21.71	5.67
OPERATOR: Grader/Blade.....	\$ 27.40	8.13
OPERATOR: Loader.....	\$ 19.95	2.86
OPERATOR: Mechanic.....	\$ 24.69	8.18

OPERATOR: Milling Machine.....	\$ 28.51	5.44
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 19.98	4.95
OPERATOR: Roller (Earth).....	\$ 18.57	2.50
OPERATOR: Roller Asphalt.....	\$ 19.30	4.09
TRAFFIC CONTROL: Flagger.....	\$ 9.00 **	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 17.02	5.37
TRUCK DRIVER: Dump Truck.....	\$ 16.71	2.80

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

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION"

State of Maine
Department of Labor
Bureau of Labor Standards
Augusta, Maine 04333-0045
Telephone (207) 623-7906

Wage Determination - In accordance with 26 MRS §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid to laborers and workers employed on the below titled project.

**2022 Fair Minimum Wage Rates
Heavy & Bridge Cumberland County**

<u>Occupational Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Carpenter	\$29.00	\$5.46	\$34.46
Cement Masons And Concrete Finisher	\$20.04	\$1.02	\$21.06
Commercial Divers	\$34.00	\$4.98	\$38.98
Construction And Maintenance Painters	\$28.50	\$0.00	\$28.50
Construction Laborer	\$22.53	\$4.57	\$27.10
Conveyor Operators And Tenders	\$16.50	\$0.00	\$16.50
Crane And Tower Operators	\$30.75	\$8.49	\$39.24
Crushing Grinding And Polishing Machine Operators	\$21.00	\$4.38	\$25.38
Earth Drillers - Except Oil And Gas	\$23.25	\$5.53	\$28.78
Electrical Power - Line Installer And Repairers	\$48.45	\$27.83	\$76.28
Electricians	\$32.00	\$7.97	\$39.97
Excavating And Loading Machine And Dragline Operators	\$32.50	\$5.61	\$38.11
Flaggers	\$21.00	\$0.58	\$21.58
Heating And Air Conditioning And Refrigeration Mechanics And Installers	\$26.33	\$4.06	\$30.39
Heavy And Tractor - Trailer Truck Drivers	\$23.50	\$3.32	\$26.82
Highway Maintenance Workers	\$21.66	\$3.22	\$24.88
Industrial Machinery Mechanics	\$20.00	\$5.00	\$25.00
Industrial Truck And Tractor Operators	\$24.00	\$5.61	\$29.61
Ironworker - Ornamental	\$25.00	\$3.32	\$28.32
Light Truck Or Delivery Services Drivers	\$24.50	\$6.23	\$30.73
Millwrights	\$32.13	\$13.53	\$45.66
Mobile Heavy Equipment Mechanics - Except Engines	\$29.25	\$8.01	\$37.26
Operating Engineers And Other Equipment Operators	\$34.82	\$28.90	\$63.72
Paving Surfacing And Tamping Equipment Operators	\$35.11	\$0.00	\$35.11
Pile-Driver Operators	\$30.54	\$8.93	\$39.47
Pipelayers	\$30.00	\$7.20	\$37.20
Plumbers Pipe Fitters And Steamfitters	\$32.86	\$18.00	\$50.86
Radio Cellular And Tower Equipment Installers	\$27.00	\$0.00	\$27.00
Reinforcing Iron And Rebar Workers	\$27.60	\$35.40	\$63.00
Riggers	\$24.25	\$9.27	\$33.52
Sheet Metal Workers	\$24.00	\$5.48	\$29.48
Structural Iron And Steel Workers	\$32.50	\$4.50	\$37.00
Telecommunications Line Installers And Repairers	\$25.00	\$4.15	\$29.15

Welders are classified as the trade to which welding is incidental (e.g. welding structural steel is Structural Iron and Steel Worker)

Apprentices – The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.

For any other specific trade on this project not listed above, contact the Bureau of Labor Standards for further clarification.

Title 26 §1310 requires that a clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed on the construction on the public work must be kept posted in a prominent and easily accessible place at the site by each contractor and subcontractor subject to sections 1304 to 1313.

Appeal – Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates.

A true copy

Attest: 
Scott R. Cotnoir
Wage & Hour Director
Bureau of Labor Standards

Expiration Date: 12-31-2022

Falmouth
Bucknam Rd Bridge, WIN 021720.00
Johnson Rd, WIN 021721.00

State of Maine
Department of Labor
Bureau of Labor Standards
Augusta, Maine 04333-0045
Telephone (207) 623-7906

Wage Determination - In accordance with 26 MRS §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid to laborers and workers employed on the below titled project.

**2022 Fair Minimum Wage Rates
Highway & Earth Cumberland County**

<u>Occupational Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Carpenter	\$26.40	\$7.28	\$33.68
Cement Masons And Concrete Finisher	\$18.75	\$1.15	\$19.90
Commercial Divers	\$28.00	\$2.50	\$30.50
Construction And Maintenance Painters	\$23.34	\$2.53	\$25.87
Construction Laborer	\$23.00	\$0.37	\$23.37
Control And Valve Installers And Repairers - Except Mechanical Door	\$26.00	\$5.49	\$31.49
Conveyor Operators And Tenders	\$18.00	\$2.71	\$20.71
Crane And Tower Operators	\$31.54	\$6.68	\$38.22
Crushing Grinding And Polishing Machine Operators	\$19.72	\$3.95	\$23.67
Earth Drillers - Except Oil And Gas	\$23.25	\$5.53	\$28.78
Electricians	\$33.37	\$15.69	\$49.06
Excavating And Loading Machine And Dragline Operators	\$28.00	\$4.42	\$32.42
Fence Erectors	\$18.00	\$0.72	\$18.72
Flaggers	\$17.00	\$0.00	\$17.00
Heating And Air Conditioning And Refrigeration Mechanics And Installers	\$26.33	\$4.06	\$30.39
Heavy And Tractor - Trailer Truck Drivers	\$23.45	\$2.64	\$26.09
Highway Maintenance Workers	\$21.81	\$1.86	\$23.67
Industrial Machinery Mechanics	\$26.00	\$5.19	\$31.19
Industrial Truck And Tractor Operators	\$24.00	\$5.61	\$29.61
Light Truck Or Delivery Services Drivers	\$20.00	\$2.30	\$22.30
Millwrights	\$25.13	\$3.51	\$28.64
Mixing And Blending Machine Operators	\$24.71	\$8.59	\$33.30
Mobile Heavy Equipment Mechanics - Except Engines	\$25.25	\$3.51	\$28.76
Operating Engineers And Other Equipment Operators	\$32.20	\$2.00	\$34.20
Paving Surfacing And Tamping Equipment Operators	\$24.60	\$4.42	\$29.02
Pipelayers	\$28.00	\$7.20	\$35.20
Plumbers Pipe Fitters And Steamfitters	\$26.25	\$2.97	\$29.22
Reinforcing Iron And Rebar Workers	\$48.58	\$0.00	\$48.58
Structural Iron And Steel Workers	\$23.38	\$1.57	\$24.95

Welders are classified as the trade to which welding is incidental (e.g. welding structural steel is Structural Iron and Steel Worker)

Apprentices – The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.

For any other specific trade on this project not listed above, contact the Bureau of Labor Standards for further clarification.

Title 26 §1310 requires that a clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed on the construction on the public work must be kept posted in a prominent and easily accessible place at the site by each contractor and subcontractor subject to sections 1304 to 1313.

Appeal – Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates.

A true copy

Attest: 

Scott R. Cotnoir
Wage & Hour Director
Bureau of Labor Standards

Falmouth
1295 NB Ramp/ Bucknam Rd
WIN 022672.00

Expiration Date: 12-31-2022

MaineDOT DBE Project Attainment Target (PAT) for this Project is <u>.029 %</u>

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

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

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

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

SPECIAL PROVISION
SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES
(Reserved Limits)

It is hereby brought to the Contractor's attention that use of the following area within the State of Maine right-of-way and adjacent to Town of Falmouth Tax Sheet 070, Map R01, Lot 049 (a.k.a. 115 Johnson Road) will not be available to the Contractor:

Beginning at the northwest corner of the Reserved Limit area and moving clockwise:

<u>Approximate Station</u>	<u>Approximate Offset</u>
1+04.57	150.80' LT.
3+56.40	148.12' LT.
3+78.04	46.04' LT.
3+50.00	43.03' LT.
3+00.06	37.64' LT.
2+86.00	72.37' LT.
2+75.72	68.98' LT.
2+65.84	33.41' LT.
2+46.41	32.39' LT.
1+99.80	25.42' LT.
1+28.69	26.10' LT.

The Contractor shall install snow fence or other visual barrier, as approved by the Resident, around the leach field to avoid impacts. All costs will be considered incidental to the Contract.

Town: **Falmouth**
Project: **021720.00**
& 022672.00
Location: **Bucknam Rd.**
Date: **04/06/2022**

SPECIAL PROVISIONS
SECTION 104
Utilities

UTILITY COORDINATION

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

THE CONTRACTOR SHALL PLAN AND CONDUCT WORK ACCORDINGLY.

The Contractor shall notify all utilities a **minimum of ten (10) working days** prior to commencement of work on the project.

MEETING

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **IS** required.

GENERAL INFORMATION

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

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

Overview of Utility Involvement:

Utility	Aerial	Underground
Central Maine Power <i>Mark Buxton (207)629-1431</i>	X	
Charter Communications, Inc. <i>Mark Pelletier (207)939-2630</i>	X	
Consolidated Communications <i>Marty Pease (207)535-4208</i>	X	
Firstlight <i>Michael Ellingwood (207)462-2759</i>	X	
MaineDOT <i>Harold Tower (207) 592-0763</i>	X	
Falmouth Fire Department <i>Chief Howard Rice (207)781-2610</i>	X	
US Cellular <i>Kirk Fongemie (207)441-0020</i>	X	
MaineDOT <i>Nate Moulton (207)624-3563</i>		X
Portland Water Department <i>Joseph Parent (207)523-5261</i>		X
Summit Natural Gas of Maine <i>Bryan Haberman (207)331-6574</i>		X

Temporary utility adjustments **are** anticipated. If any unexpected utility relocations become necessary, they shall be scheduled in accordance with Section 104 of the Standard Specifications and shall be performed by the appropriate utility company in conjunction with the work by the Contractor. Should the

Town: **Falmouth**
Project: **021720.00**
& 022672.00
Location: **Bucknam Rd.**
Date: **04/06/2022**

Contractor choose to have any poles temporarily relocated, all work shall be done at the Contractor's request and expense, with no additional cost or schedule impacts to the Department.

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

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

It is the responsibility of the Contractor with the Utility Pole owner, to layout all of the proposed pole locations in the field prior to the start of utility relocations. Should any adjustments be needed, the Utility will document adjustments and inform the Department prior to utility relocations.

The Contractor shall provide the utilities access to the new pole locations. Construction of any spot cuts or fills in excess of 2 feet must be completed prior to utility relocations. The Contractor shall prepare a plan for how access and the spot cuts and fills will be accomplished and what the schedule will be for performing the work. This plan will be discussed at the pre-construction utility meeting.

**** Specific information regarding the line voltage can be requested from Central Maine Power Company.****

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

AERIAL

The bidding contractors are encouraged to review the pole and power line locations for crane clearances prior to bid.

Aerial Summary (working days):

Utility	Pole Set	Transfer	New Wires Cables	Remove Wires Cables	Remove Poles	Working Days
Central Maine Power	7	5	10	3	7	32
Charter Communications		3	2	2		7
Firstlight		3	2	2		7
Consolidated Communications		3	10	2		15
Total days:						61

Town: **Falmouth**
Project: **021720.00**
 & 022672.00
Location: **Bucknam Rd.**
Date: **04/06/2022**

Utility Specific Issues:

Central Maine Power Company

Central Maine Power Company has approximately **11** poles to remove and **10** new poles to set per the pole list included in this specification and has cables to splice/transfer to the new pole locations. The Contractor shall notify Central Maine Power Company once all poles are staked, pole access is provided, and the clearing and spot cuts/fills are completed. **Central Maine Power Company will require two weeks to schedule their work after notice is received.** Once work is scheduled Central Maine Power Company estimates **Thirty-two (32) working days to complete their work.**

After the new poles are set, Central Maine Power may alley arm the conductors behind the poles to gain clearance during construction at the request of the Contractor and will remove them once construction is complete.

Temporary access may be required to set the pole at **Sta. 3+19, 39' Rt.** prior to construction of this project.

Central Maine Power confirmed that the lines may be deenergized for periods of time during construction of the project. The Contractor shall contact **Central Maine Power** to plan accordingly.

Charter Communications

Charter Communications has cables to splice/transfer to the new pole locations and will start once Central Maine Power has completed their work. The Contractor and/or Central Maine Power shall notify Charter Communications once all of CMP's work is completed. **Charter Communications will require two weeks to schedule their work after notice is received.** Once work is scheduled Charter Communications estimates **seven (7) working days to complete their work.**

Firstlight

Firstlight has cables to splice/transfer to the new pole locations and will start once Charter Communications has completed their work. The Contractor and/or Charter Communications shall notify Firstlight once all of Charter Communication's work is completed. **Firstlight will require two weeks to schedule their work after notice is received.** Once work is scheduled Firstlight estimates **seven (7) working days to complete their work.**

Consolidated Communications

Consolidated Communications has cables to splice/transfer to the new pole locations will start once Firstlight has completed their work. The Contractor and/or Firstlight shall notify Consolidated Communications once all of Firstlight's work is completed. **Consolidate Communications will require two weeks to schedule their work after notice is received.** Once work is scheduled Consolidate Communications estimates **fifteen (15) working days to complete their work.**

US Cellular

US Cellular has facilities located on the utility pole at St. 16+26, 24' Lt. To avoid any conflicts, the Contractor shall contact Kirk Fongemie at **US Cellular** before any work is completed in this area.

Town: **Falmouth**
 Project: **021720.00**
& 022672.00
 Location: **Bucknam Rd.**
 Date: **04/06/2022**

Falmouth Fire Department

Falmouth Fire Department has a traffic sensor pole at approximate Sta. 16+50, Lt. and also has an abandoned utility line that starts on the west side of the bridge and runs towards Route 9. To avoid any conflicts, the Contractor shall contact Chief Howard Rice at the **Falmouth Fire Department** before any work begins in these areas.

Pole List:

Existing Pole #	Existing Station	Left/Right		Existing Offset	Proposed Station	Left/Right		Proposed Offset	Comments
		LT	RT			LT	RT		
224	2+19		X	30.6'					Remove
					2+19		X	39'	New Pole
					3+19		X	39'	New Pole
					4+16	X		33'	New Pole
223	4+17		X	17'					Remove
J9S	4+19	X		29.25'					Remove
Stub Pole	4+30	X		24'					Remove
10/222	6+92		X	17.5					Remove
					7+04	X		33'	New Pole
Stub Pole	7+11	X		23'					Remove
11S	8+53	X		29.9'					Remove
					8+79	X		34'	New Pole
11/221	9+10		X	19'					Remove
					9+10		X	36'	New Service pole
					10+57	X		28.5'	New Pole
12/2/220	11+31		X	22'					Remove
					11+35		X	43.8'	New Pole Shared with Traffic Light
12/219	12+76		X	28'					Remove
					12+76		X	35'	New Pole
13/218	13+78		X	30.6'					Remove
					13+78		X	35'	New Pole

Crane work is expected with this Project, all overhead lines will remain in place throughout the duration of the project, should the contractor have any question about line voltage, request conductors be covered, or request additional relocations, it will be done at his request and expense, with no additional cost to the project.

Town: **Falmouth**
Project: **021720.00**
& 022672.00
Location: **Bucknam Rd.**
Date: **04/06/2022**

SUBSURFACE

Portland Water District

Portland Water District has underground utilities within the area of the project limits including water gates and valves. **Portland Water District** has a water gate at the west entrance of the Falmouth Fire Department. To avoid any conflicts, the Contractor shall contact Joe Parent from the **Portland Water District** before any work is completed in this area.

Summit Natural Gas of Maine

Summit Natural Gas of Maine has a two-inch gas main within the project limits that runs along the northerly side of Bucknam Road from Route 1 to just west of the Maine Medical Center entrance. A one-inch service line crosses Bucknam Road to the Falmouth Fire Station at approximate Sta. 17+32 and is 36" deep. The Contractor shall contact Bryan Haberman at **Summit Natural Gas of Maine** to determine where the lines are to avoid any conflicts.

Maine Department of Transportation

The **Maine Department of Transportation** has traffic signal lights within the project limits that may need to be removed or relocated. Please contact **Harold Tower – Traffic Maintenance** at (207) 592-0763 for more information prior to commencement of **any** work on the project.

The **Maine Department of Transportation** has a railroad line located at the west end of the project limits and a railroad preemption since the line is within two-hundred feet of a working traffic signal system. Please contact **Nate Moulton – Transportation Planning Division Director** at (207) 624-3563 for more information prior to commencement of **any** work on the project.

MAINTAINING UTILITY LOCATION MARKINGS

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

UTILITY SIGNING

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

SPECIAL PROVISIONS
SECTION 104
Utilities

UTILITY COORDINATION

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

The Contractor shall notify all utilities a **minimum of ten (10) working days** prior to commencement of work on the project.

THE CONTRACTOR SHALL PLAN AND CONDUCT WORK ACCORDINGLY.

MEETING

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **IS** required.

GENERAL INFORMATION

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

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

Overview of Utility Involvement:

Utility/Railway	Aerial	Underground	Railroad
Central Maine Power <i>Mark Buxton (207)233-6477</i>	X		
Charter Communications, Inc. <i>Mark Pelletier (207)253-2324</i>	X		
Consolidated Communications <i>Martin Pease (207)535-4208</i>	X		
Portland Water District <i>Joseph Parent (207)523-5261</i>		X	
Summit Natural Gas of Maine <i>Bryan Foster (207)621-8000</i>		X	
Maine DOT Railway <i>Greg Gay (207)592-1766</i>			X

Temporary utility adjustments **are** anticipated. If any unexpected utility relocations become necessary, they shall be scheduled in accordance with Section 104 of the Standard Specifications and shall be performed by the appropriate utility company in conjunction with the work by the Contractor. Should the Contractor choose to have any poles temporarily relocated, all work shall be done at the Contractor's request and expense, with no additional cost or schedule impacts to the Department.

Town: **Falmouth**
Project: WIN **21721.00**
Location: **Johnson Rd.**
Date: **04/06/2022**

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

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

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

A sheet pile stabilization wall has been proposed on the southwest corner of the project starting at approximate Sta. 3+10, 52' Rt. and extending to approximate Sta. 4+61, 63' Rt. **This stabilization wall must be set prior to moving any utility poles.** The Contractor shall notify the utility companies once the wall is set.

The Contractor shall also notify the **Portland Water District** prior to setting the sheet pile stabilization wall. It is critical that the water line is protected using crane mats. The contact for the Portland Water District is **Joe Parent** at (207)523-5261

It is the responsibility of the Contractor with the Utility Pole owner, to layout all of the proposed pole locations in the field prior to the start of utility relocations. Should any adjustments be needed, the Utility will document adjustments and inform the Department prior to utility relocations.

The Contractor shall provide the utilities access to the new pole locations. Construction of any spot cuts or fills in excess of 2 feet must be completed prior to utility relocations. The Contractor shall prepare a plan for how access and the spot cuts and fills will be accomplished and what the schedule will be for performing the work. This plan will be discussed at the pre-construction utility meeting.

***** Specific information regarding the line voltage can be requested from Central Maine Power Company. *****

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

Town: **Falmouth**
Project: **WIN 21721.00**
Location: **Johnson Rd.**
Date: **04/06/2022**

AERIAL

The bidding contractors are encouraged to review the pole and power line locations for crane clearances prior to bid.

Aerial Summary:

Utility	Pole Set	Transfer	New Wires/Cables	Remove Wires/Cables	Remove Poles	Working Days
Central Maine Power	3	4	6	4	3	20
Charter Communications		2	3	2		7
Consolidated Communications		2	3	2		7
Total:						34

Utility Specific Issues:

Central Maine Power Company (CMP)

Central Maine Power Company has approximately **5** poles to remove and **5** new poles to set per the pole list included in this specification. CMP also has cables to splice/transfer to the new pole locations. The Contractor shall notify Central Maine Power Company once all poles are staked, pole access is provided, and the clearing and spot cuts/fills are completed. **Central Maine Power Company will require two weeks to schedule their work after notice is received.** Once work is scheduled Central Maine Power Company **estimates twenty (20) working days to complete their work.**

After the new poles are set, Central Maine Power may alley arm the conductors behind the poles to gain clearance during construction at the request of the Contractor and will remove them once construction is complete.

Charter Communications

Charter Communications has cables to splice/transfer to the new pole locations. After Central Maine Power Company has completed their work, Charter Communications shall begin their work. The Contractor and/or Central Maine Power Company shall notify Charter Communications once all of Central Maine Power's work is completed. **Charter Communications will require two weeks to schedule their work after notice is received.** Once work is scheduled, Charter Communications **estimates seven (7) working days to complete their work.**

Consolidated Communications

Consolidated Communications has cables to splice/transfer to the new pole locations. After Charter Communications has completed their work, Consolidated Communications shall begin their work. The Contractor and/or Charter Communications shall notify Consolidated Communications once all of Charter Communications work is completed. **Consolidate Communications will require two weeks to schedule their work after notice is received.** Once work is scheduled Consolidate Communications **estimates seven (7) working days to complete their work.**

Town: **Falmouth**
 Project: **WIN 21721.00**
 Location: **Johnson Rd.**
 Date: **04/06/2022**

Pole List:

Existing Pole #	Existing Station	Left/Right		Existing Offset	Proposed Station	Left/Right		Proposed Offset	Comments
		LT	RT			LT	RT		
43	2+65		X	22.4'					Remove pole
					2+68		X	23'	New Pole
3.01 Stub	3+86	X		15'					Remove pole
					3+86	X		26'	New Stub Pole
42	3+89		X	23'					Remove Pole
					4+15		X	31'	New Pole
Stub	6+81	X		17.8'					Remove Pole
40	7+00		X	21'					Remove Pole
					7+01		X	32'	New Pole
39	8+43		X	21'					No change
38	9+85		X	18'					Replace with New Pole

Crane work is expected with this Project, all overhead lines will remain in place throughout the duration of the project, should the contractor have any question about line voltage, request conductors be covered, or request additional relocations, it will be done at his request and expense, with no additional cost to the project.

SUBSURFACE

Portland Water District

Portland Water District has underground utilities within the area of the project limits including water gates and valves. **Portland Water District** has **8** water gates and/or valves that will need to be raised to grade. **Portland Water District will require two weeks to schedule their work after notice is received.** Once work is scheduled Portland Water District **estimates three (3)** working days to adjust the water gates and valves.

The Town of Falmouth

The Town of Falmouth has a drainage system within the area of the project limits including catch basins that will need to be raised to grade. **The Town of Falmouth** will require two weeks to schedule their work after notice is received. Once work is scheduled, the Town of Falmouth estimates **one (1) working day** to adjust the catch basins to grade.

Town: **Falmouth**
Project: **WIN 21721.00**
Location: **Johnson Rd.**
Date: **04/06/2022**

Summit Natural Gas of Maine

Summit Natural Gas of Maine has underground utilities within the area of the project limits. The Contractor shall contact Summit Natural Gas of Maine to determine where the lines are to avoid any conflicts.

The Maine Department of Transportation

The Maine Department of Transportation has a rail line that is at the beginning of the project limits. The Contractor shall contact Greg Gay from the Maine Department of Transportation prior to working within the right of way of the tracks to avoid any conflicts.

MAINTAINING UTILITY LOCATION MARKINGS

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

UTILITY SIGNING

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

Falmouth
Bucknam Rd Bridge, WIN 021720.00
Johnson Rd Bridge, WIN 021721.00
I295 NB Ramp/ Bucknam, WIN 022672.00
April 13, 2022

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

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

104.4.10 Coordination of Bridge Closure/Bridge Width Restriction Notification:

Paragraph 2 is removed and replaced with the following:

A public notice shall be published in a local newspaper ten day prior to the closure.

SPECIAL PROVISION
SECTION 104
(WAGE RATES)

When two or more wage rate schedules appear in the bid Book, the highest rate shall prevail for each classification.

SPECIAL PROVISION 105
CONSTRUCTION AREA

A Construction Area located in the **Town of Falmouth** 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 sections of highway under construction in the town of Falmouth, Cumberland County on Bucknam road over Interstate 295. Bucknam road - Interstate 295 Northbound On and Off ramp. Legion Road. Johnson road over Interstate 295. Interstate 295 Northbound and Southbound below Johnson road bridge.
- (b) (Johnson Road) over Interstate 295 station 1+75.00 to station 10+90.00 of the construction plus approaches.
- (c) (Interstate 295) station 0+37.00 to station 3+25.00 of the construction plus approaches.
- (d) (Bucknam Road) over Interstate 295 station 0+75.00 to station 19+00.00 of the construction plus approaches.
- (e) (Bucknam Road) On and Off ramp station 20+00.00 to station 23+50.00 of the construction plus approaches.
- (f) (Legion Road) station 30+00.00 to station 30+85.50 of the construction plus approaches.

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

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

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

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

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

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

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

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

The Municipal Officers for the **Town of Falmouth** 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.

Falmouth
WIN 21720.00
WIN 21721.00
WIN 22672.00
January 31, 2022

SPECIAL PROVISION
SECTION 107
TIME
(Contract Time)

The specified contract completion date for this contract is December 15, 2024.

Special Provision

Section 107

Time

(Supplemental Liquidated Damages for Fabrication Time)

107.8.1 Fabrication Time The Department has budgeted for the following amounts of continuous full time fabrication/shop QA inspection for the following Work components for **EACH** WIN:

<u>Element</u>	<u>Time</u>	<u>Supplemental LD</u>
Structural Plate Girders	112 Calendar Days	\$1,000 per Calendar Day
Thermal Spray Coating	56 Calendar Days	\$1,000 per Calendar Day

The Contractor is responsible for requiring their fabricators and suppliers to produce these products for the Work continuously until finished, including any needed actions to correct unacceptable workmanship or materials. If the Department determines that QA inspection beyond these times is required, then the corresponding Supplemental Liquidated Damages will be deducted as they occur from the amounts otherwise due to the Contractor. These allowed Fabrication Time begins on the first day of fabrication and runs consecutively until expiration.

If a fabricator or supplier works more than one shift per day and the Department determines that inspection is required for each shift, each shift will count as a calendar day and the LD rate will be the noted amount per shift per Calendar Day in lieu of per Calendar Day.

QA inspector presence is required but not limited to the following activities:

For metal fabrication work: welding, including tack welding, heat correcting, non-destructive examination, assembly verification, and hold points in the approved Thermal Spray Coating procedure and any other times as required in the Standard Specifications or Special Provisions.

SPECIAL PROVISION
SECTION 107
TIME
(Work Time & Supplemental Liquidated Damages)

The contractor shall maintain two travel lanes with shoulders on I-295 northbound (NB) and southbound (SB) as outlined in Special Provision 652 and have all ramps open during the following holiday periods:

- Memorial Day Weekend: 6:00 AM the Friday before to 1:00 AM the following Tuesday;
- Friday July 1, 2022 at 6:00 AM to Tuesday July 5, 2022 at 8:00 PM;
- Saturday July 1, 2023 at 6:00 AM to Wednesday July 5, 2023 at 8:00 PM;
- Wednesday July 3, 2024 at 6:00 AM to Sunday July 7, 2024 at 8:00 PM;
- Labor Day Weekend: 6:00 AM the Friday before to 1:00 AM the following Tuesday;
- Indigenous People's Day Weekend: 6:00 AM the Friday before to 1:00 AM the following Tuesday;
- Thanksgiving Weekend: 6:00 AM the Wednesday before to 1:00 AM the following Monday;

Supplemental Liquidated Damages in the amount of \$10,000 will be assessed per hour for each lane that is not open as specified above.

For all other times not listed above, the following shall apply:

1. Full closures
 - a. I-295 NB and/or SB
 - i. Allowed Monday through Saturday from 1:00 AM to 5:00 AM
 - ii. Closure periods shall be a maximum of 25 minutes. Before the roadway is reopened, all materials and equipment shall be secured or cleared from the site and roadway shall be cleaned as approved by the Resident. At the end of the closure period, traffic shall be allowed to clear completely before another closure period is allowed to begin, as determined by the Resident.
 - iii. Full closures are permitted for construction activities that cannot be performed over or alongside live traffic. Full closures will be allowed for work activities such as installation/removal of temporary shielding, demolition of the existing concrete deck and steel superstructure, erection of steel girders, and other construction activities as approved by the Resident.
 - iv. Supplemental Liquidated Damages in the amount of \$2,000 will be assessed per five minute period for each lane that is not reopened to traffic in excess of the 25 minutes allowance.
 - b. Closure of Bucknam Road (between NB and SB ramps).
 - i. Allowed daily from Sunday 10:00 PM to 5:00 AM on Saturday; both NB and SB ramps shall remain open at the same time.
 - ii. Before the roadway is reopened, all materials and equipment shall be secured or cleared from the site and roadway shall be cleaned as approved by the Resident.

- iii. Full closures will be permitted for construction activities that may not be completed while maintaining traffic on Bucknam Road such as erection of steel girders.
 - iv. Supplemental Liquidated Damages in the amount of \$5,000 will be assessed for every hour the road is not open as specified above.
 - c. Closure of I-295 Exit 10 on/off ramps:
 - i. Allowed from 11:00 PM to 5:00 AM Sunday night through Saturday morning.
 - ii. Allowed for critical construction activities where it is impractical to maintain a suitable travel was as approved by the Resident.
 - iii. Supplemental Liquidated Damages in the amount of \$5,000 will be assessed per hour that the ramps are not open as specified above.
 - d. Closure of Johnson Road:
 - i. Johnson Road may be closed to traffic for a maximum of 300 continuous Days once Bucknam Road, all associated approaches and I-295 Exit 10 northbound and southbound ramps are Substantially Complete, as defined below. Traffic shall be detoured as shown on the Plans. The new Johnson Road Bridge and Johnson Road approaches shall be Open to Traffic prior to the end of the allowed closure period. Open to Traffic shall be as defined below.
 - ii. Substantially Complete with respect to Bucknam Road, all associated approaches and I-295 Exit 10 northbound and southbound ramps is defined as maintaining two-way traffic with left turn lanes and fully operational signalized intersections for both the NB and SB I-295 ramps and the following items are complete, in place, and accepted: membrane, base pavement, bridge rail, bridge rail transitions, and approach guardrail, as approved by the Resident.
 - iii. Open to Traffic with respect to the end of the closure period of Johnson Road Bridge and Johnson Road approaches is defined as maintaining two-way traffic, with the roadway having base and surface lifts of pavement, with guardrail complete and in place, as approved by the Resident. Before and after the bridge closure, and during working hours only, alternating one way traffic using flaggers will be allowed as approved by the Resident.
 - iv. The Contractor will be assessed Supplemental Liquidated Damages at the rate of \$1,000 per Day for each Day, or any portion of a Day, that the new Johnson Road Bridge and Johnson Road approaches are not Open to Traffic after the 300 continuous Day closure.
2. Lane Closures
- a. Lane closures on I-295:
 - i. The Contractor will be permitted limited single lane closures of I-295. Portions of the interstate previously closed to traffic shall be cleaned of all demolition and debris and all other construction materials prior to reopening that portion of the interstate, as approved by the Resident.
 - ii. Single lane closures on I-295 SB are only allowed:
 - 1. Sunday through Thursday, between 8:00 PM and 6:00 AM the next morning
 - 2. Friday between 10:00 PM and 6:00 AM Saturday morning
 - iii. Single lane closures on I295 NB are only allowed:
 - 1. Sunday through Thursday, between 8:00 PM and 6:00 AM the next morning

Falmouth
WIN 21720.00
WIN 21721.00
WIN 22672.00
April 14, 2022

- iv. Supplemental Liquidated Damages will be assessed for each remaining closed lane, after the specified lane opening time as described in the table below:

Monday Through Saturday Morning

Time of Lane Reopening	Incremental Supplemental Liquidated Damage	Cumulative Supplemental Liquidated Damage
6:15 AM	\$1,500	\$1,500
6:30 AM	\$5,000	\$6,500
6:45 AM	\$7,500	\$14,000
7:00 AM	\$10,000	\$24,000
7:15 AM	\$2,500	\$26,500
7:30 AM	\$2,500	\$29,000

For each 15 minute period that each lane on I-295 remains closed beyond the time of lane opening shown in the tables above, the Contractor will be assessed an incremental Supplemental Liquidated Damage of \$2,500.

- b. Bucknam Road
- One-way alternating traffic with flaggers (officers required if signal override is needed) on Bucknam Road are allowed during the following times:
 - Starting at 7:00 PM and Ending at 6:00 AM
 - Supplemental Liquidated Damages in the amount of \$1,500 will be assessed per hour for each lane that is not open as specified above.

The full amount of all Supplemental Liquidated Damages will be assessed one minutes after the specified time.

SPECIAL PROVISION
SECTION 108
PAYMENT
(Steel Cost Adjustment)

This Special Provision was developed to minimize risk to the Contractor and steel fabricator(s) associated with current volatile fluctuations in the cost of steel materials.

Description Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices. All prices and costs are in U.S. Dollars (USD).

Types of Steel Products An adjustment will be made for fluctuations in the cost of plate and rolled-shape steel used in the fabrication of steel for Contract pay items covered under the following sections of the Standard Specification:

- Section 504, Structural Steel
- Section 507, Railings

The adjustments shall apply to the above items when they are part of the original Contract or Extra Work added by Contract Modification and paid for by agreed unit prices. The adjustments shall not apply when the item is Extra Work added by Contract Modification and paid for at a lump sum price or by Force Account.

Documentation Sufficient documentation shall be furnished to the Department to verify the following:

1. The dates on which steel was shipped from the mill to the fabricator, and quantity of steel, in pounds, shipped on those dates.
2. The quantity of steel, in pounds, incorporated into the various pay items covered by this Special Provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment Steel cost adjustments shall be computed as follows:

$$SCA = Q \times D$$

Where: **SCA** = steel cost adjustment, in USD
 Q = quantity of steel incorporated into the work, in pounds
 D = price factor, in USD per pound

$$D = MP_B - MP_A$$

Where: **MP_B** = The Platts Steel Spot Market Prices for Plate, as published by the Engineering News- Record, for the month the steel is shipped from the mill. The price will be converted from USD per ton to USD per pound.

MP_A = The Platts Steel Spot Market Prices for Plate, as published by the Engineering News- Record for the month prior to the bid opening, for work paid for at the Contract price; or for the month the Contract Modification is signed by the Contractor for Extra Work that is paid for by agreed unit prices. The price will be converted from USD per ton to USD per pound.

The total weight of the steel that will be used to calculate the steel cost adjustment for the respective Pay Items is shown in the following table:

Standard Specification Section	Total Weight of Steel (lbs.)
504, Structural Steel	553,130
507, Railings	36,556

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the Contract Bid date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the **MP_B** will be based on the date the steel arrives at the jobsite. In this case, an adjustment will only be made when there is a decrease in steel costs.

Basis of Payment Steel cost adjustments may be positive or negative but will only be made when there is a difference between the **MP_A** and **MP_B** in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(\text{MP}_B - \text{MP}_A) / \text{MP}_A\} \times 100$$

Steel cost adjustments will be calculated by the Department and will be paid or deducted when all other Contract requirements for the applicable items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustments will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The steel cost adjustments shall not apply during any time after the Contract Completion Date when the Contractor is being assessed Liquidated Damages.

Cost adjustments, if any, shall be made by Contract Modification in accordance with this Special Provision.

SPECIAL PROVISION
SECTION 108
PAYMENT
(Steel Cost Adjustment)

This Special Provision was developed to minimize risk to the Contractor and steel fabricator(s) associated with current volatile fluctuations in the cost of steel materials.

Description Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices. All prices and costs are in U.S. Dollars (USD).

Types of Steel Products An adjustment will be made for fluctuations in the cost of plate and rolled-shape steel used in the fabrication of steel for Contract pay items covered under the following sections of the Standard Specification:

- Section 504, Structural Steel
- Section 507, Railings

The adjustments shall apply to the above items when they are part of the original Contract or Extra Work added by Contract Modification and paid for by agreed unit prices. The adjustments shall not apply when the item is Extra Work added by Contract Modification and paid for at a lump sum price or by Force Account.

Documentation Sufficient documentation shall be furnished to the Department to verify the following:

1. The dates on which steel was shipped from the mill to the fabricator, and quantity of steel, in pounds, shipped on those dates.
2. The quantity of steel, in pounds, incorporated into the various pay items covered by this Special Provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment Steel cost adjustments shall be computed as follows:

$$SCA = Q \times D$$

Where: **SCA** = steel cost adjustment, in USD
 Q = quantity of steel incorporated into the work, in pounds
 D = price factor, in USD per pound

$$D = MP_B - MP_A$$

Where: MP_B = The Platts Steel Spot Market Prices for Plate, as published by the Engineering News- Record, for the month the steel is shipped from the mill. The price will be converted from USD per ton to USD per pound.

MP_A = The Platts Steel Spot Market Prices for Plate, as published by the Engineering News- Record for the month prior to the bid opening, for work paid for at the Contract price; or for the month the Contract Modification is signed by the Contractor for Extra Work that is paid for by agreed unit prices. The price will be converted from USD per ton to USD per pound.

The total weight of the steel that will be used to calculate the steel cost adjustment for the respective Pay Items is shown in the following table:

Standard Specification Section	Total Weight of Steel (lbs.)
504, Structural Steel	406,200
507, Railings	36,438

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the Contract Bid date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the MP_B will be based on the date the steel arrives at the jobsite. In this case, an adjustment will only be made when there is a decrease in steel costs.

Basis of Payment Steel cost adjustments may be positive or negative but will only be made when there is a difference between the MP_A and MP_B in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(MP_B - MP_A) / MP_A\} \times 100$$

Steel cost adjustments will be calculated by the Department and will be paid or deducted when all other Contract requirements for the applicable items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustments will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The steel cost adjustments shall not apply during any time after the Contract Completion Date when the Contractor is being assessed Liquidated Damages.

Cost adjustments, if any, shall be made by Contract Modification in accordance with this Special Provision.

SPECIAL PROVISION
SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS
(Removing Existing Railings – Retained by Department)

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

1. 2 bar aluminum bridge rail including posts.

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

Maine Department of Transportation
Dunstan Bridge Maintenance Lot
576 US Route 1
Scarborough, Maine

The Contractor shall contact the Resident and the Region Bridge Maintenance Manager, (207) 462-4474 a minimum of 72 hours in advance of delivery of the metal railing and posts. The railing and posts will be unloaded by the Department.

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

SPECIAL PROVISIONS
SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS
(Removing Pavement Surface)

The March 2020 Revision of the Standard Specifications, Section 202-Removing Structures and Obstructions, subsection 202.061-Removing Pavement Surface, has been removed and replaced in its entirety by the following:

202.061 Removing Pavement Surface The equipment for removing the bituminous surface shall be a power operated milling machine or grinder capable of removing bituminous concrete pavement to the required depth, transverse cross slope, and profile grade using an automated grade and slope control system. The controls shall automatically increase or decrease the pavement removal depth as required, and readily maintain desired cross slope, to compensate for surface irregularities in the existing pavement course. The equipment shall be capable of accurately establishing profile grades by referencing from a fixed reference such as a 30 foot minimum contact ski (floating beam), 24 foot non-contact ski (floating beam) with 3 or more sensors; or 3 non-contact sensors directly affixed at the fore, mid, and aft points of the milling machine. Systems designed to incorporate a contact sensor located at the mid-point of the milling machine in lieu of the non-contact sensor will be permitted. Grade control sensors shall all be located on the same side. A single sensor, contact or otherwise, shall not be permitted unless otherwise approved by the Department.

The rotary drum shall be a minimum of 7 feet in width and utilize carbide tip tools at a minimum triple wrap configuration. The difference in height from the top of any ridge to the bottom of the groove adjacent to that ridge shall not exceed $\frac{1}{4}$ inch. The forward speed of the milling machine shall be adjusted to produce a milled surface meeting the groove spacing, groove depth, and surface tolerance requirements of this specification. The tools on the revolving cutting drum must be continually maintained and shall be replaced as warranted to provide a uniform pavement texture. The Department may evaluate the texture of the milled surface for information purposes by performing the Sand Patch test according to ASTM E 965.

The Contractor shall locate and remove all objects in the pavement through the work area that would be detrimental to the milling or grinding machine. Any structures or obstructions left within the travel lane or shoulders shall have tapers installed according to Standard Detail 202(01). The finished milled surface will be inspected before being accepted, and any deviations in the profile exceeding $\frac{1}{2}$ inch under a 16 foot string line or straightedge placed parallel to the centerline will be corrected. Any deviations in the cross-slope that exceed $\frac{3}{8}$ inch under a 10 foot string line or straightedge placed transversely to centerline will be corrected. All corrections will be made with approved methods and materials. Any areas that require corrective measures will be subject to the same acceptance tolerances. Excess material that becomes bonded to the milled surface will be removed to the Resident's satisfaction before the area is accepted.

On roadways with adjoining lanes carrying traffic, the Contractor shall remove the pavement surface in each lane per the conditions in Table 1, unless otherwise noted by the Department in Special Provision, Section 105 – Limitations of Operations.

TABLE 1: MILLING CONDITIONS FOR ADJOINING LANES

Depth (At Centerline)	Milling Conditions
Vertical Longitudinal Joint	
2" and less	The Contractor may remove the pavement on a single travel lane width for each production day and will be required to mill the adjacent section of travel lane before the end of the following calendar day.
Greater than 2"	The Contractor shall remove the pavement over the full width of the traveled way section being paved that day.
12:1 Tapered Centerline Joint	
1 ½" to 2"	The Contractor may remove the pavement on a single travel lane width for each production day and will be required to mill the adjacent section of travel lane before weekend or holiday suspension. A maximum unmatched centerline joint length of 0.5 miles will be permitted over the weekend.
Greater than 2"	The Contractor shall remove the pavement on a single travel lane width for each production day and will be required to mill the adjacent section of travel lane before the end of the following calendar day.

The Contractor will be required to remove the pavement over the full width of the mainline traveled way, regardless of highway type, cut depth, or longitudinal joint type prior to Memorial Day, July 4th, Labor Day, suspensions exceeding three days, or other dates as specified by Special Provision, Section 105 – Limitations of Operations.

The Contractor will also be responsible for installing additional warning signage that clearly defines the centerline elevation differential hazard. Unless otherwise addressed in the contract, the Contractor shall install additional centerline delineation such as a double RPM application, or temporary painted line. The Traffic Control Plan shall be amended to include this option and the additional requirements. All signs and traffic control devices will conform to Section 719.01, and Section 652, and will be installed prior to the work, at a maximum spacing of 0.50 mile for the entire length of effected roadway section. If this option is utilized, all additional signing, labor, traffic control devices, or incidentals will not be paid for directly, will be considered incidental to the appropriate 652 items.

On roadways with immediately adjacent shoulders, the Contractor shall remove the pavement surface in each lane per the conditions in Table 2, unless otherwise noted by the Department in Special Provision, Section 105 – Limitations of Operations.

TABLE 2: MILLING CONDITIONS FOR THE EDGE OF TRAVELED WAY

Depth (At Edge of Traveled Way)	Conditions
2" and less	The Contractor may leave a vertical edge joint exposed for up to 21 days after milling is performed. The Contractor shall treat vertical edge joints exposed beyond 21 days per the criteria below.
Greater than 2"	The Contractor shall treat vertical edge joints exposed per the criteria below.

When required by Table 2, the Contractor shall treat vertical edge joints through one of the options below:

1. The vertical edge shall be tapered to a zero edge by means of milling a 12:1 transition from the edge of traveled way onto the shoulder before opening the lane to traffic. Tapers shall be removed to form a vertical edge prior to the placement of the new pavement course. No additional payment will be made for tapers, or taper removal.
2. An additional 2 feet of pavement shall be removed from the shoulder to eliminate the vertical edge at the edge of travelway before opening the lane to traffic. Unless otherwise authorized by the Department, no additional payment will be made for the additional milling.
3. A pavement layer shall be placed to reduce the vertical edge to 1 inch or less before opening the lane to traffic.

As a minimum, the use of temporary painted line, or RPMs placed along the edge of traveled way at 200 foot intervals is required for all elevation differentials. When pavement milling is extended into the shoulder (including milled tapers), appropriate channelization devices shall be placed 2 feet outside the edge of the vertical face at intervals not exceeding 600 feet, and RPMs shall be placed on the remaining pavement surface along the vertical edge at 200 foot intervals. Uneven pavement signs shall be placed at a maximum spacing of ½ mile when any pavement milling operations leaves an exposed uneven pavement surface.

Weepers shall be ground across the full width sections adjacent shoulders or remaining pavement surface matching the milled travel way or shoulder milled depth to minimize water ponding in any lanes carrying traffic. Weepers shall typically be 18 - 24" inches in width, installed along each lane, at a frequency of approximately one per half mile at locations as directed by the Resident or in areas that will provide drainage for the milled areas. Installation of weepers will not be paid for directly but will be considered incidental to the contracts pavement removal item. The replacement of mix in the weeper locations shall be performed concurrently within the pavement placement operation closure using the appropriate HMA item produced for the Contract or a MaineDOT approved 9.5mm HMA. There will be no separate payment for repaving the weeper locations as they are considered incidental to the square yard price of the contracts pavement removal item.

The milled surface shall be cleaned of all material resulting from the pavement removal operation. Loaders, skid steers, motorized side cast brooms, sweeper pick up brooms, vacuum pick up machines and hand labor may be used in any number or sequence as determined by the Contractor in order to clean the milled surfaces to the satisfaction of the Department before acceptance and opening the area up to traffic. The use of compressed air may be required to loosen any bonded materials from the surface to aid in cleaning.

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

Basis of Payment

The square yard or hourly rental contract price will be full compensation for mobilizing to the site, de-mobilizing from the site, labor, supervision, cleaning of the milled surface, and all other incidentals required to complete the work. Hauling and stockpiling of the material will not be paid for directly, but will be considered incidental to the milling items.

Square Yard: Payment will be made at the contract unit price for the number of square yards removed.

Hourly: Payment will be made at the contract unit price for the number of hours of operation removing pavement surface as directed by the Resident. The equipment used for pavement removal shall be operated at the minimum speed of 50 fpm, unless the Resident directs otherwise for milled surface quality reasons, or traffic control limitations impact pavement removal operations, or site conditions make operations at the prescribed rate unreasonable. Trimming to create a vertical face along curb line, guardrail, or around structures will be considered incidental to the 202.202 items. Additional trimming beyond the incidental work described will be paid under the appropriate rental items as listed in the Contract.

Pay Item

Pay Unit

202.202 Removing Pavement Surface
202.20201 Removing Pavement Surface (Hourly)

S.Y.
Hour

SPECIAL PROVISIONS
SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS
(Vacuum Truck)

Description The Contractor shall provide a vacuum truck as part of the pavement removal surface cleaning operation. The vacuum truck may act as a supplement to the contractors normal milled surface cleaning equipment train, or act as the primary cleaning equipment. Number of vacuum trucks to be used, the sequence of how they are used, and duration they are to be used will generally be up to the contractor with the exception that the vacuum truck will be required in any final cleanup operation prior to the roadway being opened up to traffic.

The equipment shall meet the minimum criteria outlined in this Special Provision.

Equipment The equipment for vacuuming the pavement surface removing the bituminous surface shall be a power operated regenerative air sweeper equipped with cleaning and vacuum system that contains the materials being cleaned and vacuumed from the surface, filters the air of any milling debris, contains the milling debris in a sealed, onboard self-off-loading hopper, and returns the air to the sweeper heads to aid in continued surface cleaning.

Each machine shall use a controlled blast of air the width of the pickup head to dislodge debris from the surface. It will be equipped with a mid-mount, on demand wide sweeper broom, gutter brooms, and vacuum system which will use high velocity recycled air to assist in removing millings and dirt from the surface. The broom assist pick-up head shall work independently of gutter brooms. Recycled air will be distributed across the entire width of a pick-up head(s), covering the entire width of the sweeper. The sweeper shall have positive contact suction heads designed to remove milling debris and dust from surface. All debris picked up by the pick-up head is directed up a large diameter heavy duty 12” -14” suction hose into the hopper. A high-capacity dust separator located before the blower is required limiting polluted air (dust) to re-enter back into the atmosphere. Each air assisted vacuum head shall be equipped with a minimum of 2 water nozzle jets used to minimize dust. The additional use of compressed air and air wand may be required to loosen bonded materials from the surface in preparation of vacuuming.

Basis of Payment Payment will not be made directly for the vacuum truck but will be considered incidental to the square yard or hourly rental contract price for removing pavement surface and will be full compensation for mobilizing to the site, de-mobilizing from the site, labor, supervision, and cleaning of the milled surface, and disposal of all vacuumed materials removed from required surfaces. Hauling and stockpiling of the material will not be paid for directly but will be considered incidental to the pavement removal items.

SPECIAL PROVISION
SECTION 203
EXCAVATION AND EMBANKMENT
(Ultra-Lightweight Foamed Glass Aggregate)

203.01 Description

The following is added to Subsection 203.01 of the Standard Specifications:

The work shall consist of furnishing all labor, equipment and materials, including supplying the Ultra-Lightweight Foamed Glass Aggregate (ULFGA), and performing all operations required to install ULFGA fill to the limits shown on the Plans or as approved by the Resident (for the work of this section the term Resident will include the Geotechnical Engineer). All work performed under this Special Provision shall be coordinated with the Resident. The work shall include complete encapsulation of the ULFGA from surrounding materials using a geotextile and as outlined herein, including:

1. Separating pavement subbase materials (above) from the ULFGA.
2. Separating the soils present at embankment subgrade (below) from the ULFGA.
3. Separating the fill materials or underdrain material alongside the ULFGA section the from ULFGA

The Contractor shall furnish all labor, materials, equipment, tools, and appurtenances required to complete the Work specified in this Section, including:

1. Preparation of subgrade.
2. Storage and handling of ULFGA.
3. Protection of all existing utilities and structures.
4. Placement and compaction of ULFGA fill to the limits shown on the Plans.
5. Placement of geotextile as specified herein and to the limits shown on the Plans.
6. Protection of placed ULFGA from damage or disturbance.

203.02 Materials

The following is added to Subsection 203.02 of the Standard Specifications:

The Contractor shall supply and install ULFGA fills that conforms to the following requirements:

1. ULFGA shall be made from of a minimum of 95% recycled glass.
2. ULFGA shall meet the gradation specifications presented below upon delivery per ASTM C136/136M-19. Gradation tests shall conform to the requirements of AASHTO Method T27.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieve
4-in.	100
2 ½-in.	85-100
3/8-in.	0-15

3. The as-manufactured ULFGA shall have a maximum dry bulk density of 15 pounds per cubic foot (pcf) per ASTM C29/29M-17a. The as-delivered ULFGA shall have a maximum compacted moist bulk density of 18 pcf per ASTM C29/29M-17a.
4. The manufacturing process shall produce a closed cell ULFGA material, which is non-leaching.
5. The ULFGA shall have a minimum peak friction angle for normal stresses between 500 and 1,000 psf of 45 degrees per ASTM D3080/D3080M-11.
6. The ULFGA manufacturer must demonstrate experience of manufacturing a minimum of 100,000 cubic yards of ULFGA meeting the requirements of this Section.

Geotextile fabric shall be completely encapsulate the placed ULFGA and separate if from adjacent prepared subgrades below, topsoil/fill on embankment slopes, and granular fills on top.

The geotextile fabric shall be a non-woven, staple fiber, needle-punched, polypropylene geotextile. The geotextile shall consist of punched, non-woven geotextile with a minimum grab tensile strength of 160 lbs per ASTM D4632 and shall meet the requirements of Subsection 722.04 for Separation Geotextile.

203.021 Submittals

The following subsection is added to Standard Specification 203:

The Contractor shall submit an Installation Plan to the Resident for approval a minimum of 30 calendar days prior to the first scheduled delivery of ULFGA material to the site. The Installation Plan shall include but may not be limited to the following:

1. The name and address of the ULFGA supplier(s).
2. Manufacturer's specifications, catalog cut sheets, laboratory testing results, and other product data needed to demonstrate compliance with the requirements specified herein.
3. Written certification from manufacturer's quality control testing laboratory indicating that the product meets or exceeds the gradation, strength, compacted unit weight, and internal friction angle requirements specified herein. The laboratory test results shall be completed within 60 calendar days of submitting the Installation Plan to the Resident. The Contractor shall submit additional laboratory testing results to the Resident for each 500 cy delivered to the site, prior to delivery of the ULFGA material to the site.
4. Two (2) bulk samples of ULFGA.
5. Proposed means of delivery to the site and stockpiling (if proposed).
6. Proposed equipment specifications and procedures for placing separation geotextile and placing and compacting ULFGA.
7. Proposed plan for protecting exposed ULFGA.
8. Description of methodology to provide a continuous ULFGA fill layer in accordance with the Plans considering phased bridge construction.

203.04 General

The following is added to Subsection 203.04 of the Standard Specifications:

ULFGA Product Delivery, Storage and Handling

1. Deliver, store, and handle materials in accordance with manufacturer's recommendations.
2. During all stages of manufacture, shipment, storage, and construction, the Contractor shall minimize the amount that the ULFGA material moves on site to prevent physical damage. Construction equipment other than for placement and compaction of ULFGA shall not operate on the exposed ULFGA surface until a minimum 12-in. thickness of aggregate subbase material (i.e., cover material) is placed over the ULFGA. The cover material shall be placed and compacted within 48 hours of placing and compacting the final lift(s) of ULFGA in an area. Until that time, operation of construction equipment directly on the ULFGA shall be limited to light-duty equipment with rubber tires.
3. During delivery, storage and handling, the Contractor shall not contaminate the ULFGA with earth material or any other debris or aggregate materials.
4. The Contractor shall protect the ULFGA before, during, and after construction as recommended by the material manufacturer.

ULFGA Installation

1. The Contractor shall provide a minimum of five (5) working days' notice to the Resident prior to the placement of any ULFGA fill.
2. The Contractor shall place the ULFGA fill to the plan and vertical limits shown on the Plans. Preparation of the subgrade shall include excavation with a smooth-edged bucket to minimize disturbance of the subgrade materials.
3. If deemed necessary by the Resident, the Contractor shall proof compact soil subgrades prior to placement of ULFGA fill to the satisfaction of the Resident at no additional cost to the Department.
4. Compaction shall be performed in the presence of the Resident who will observe performance of the selected equipment and compactive effort, and will modify requirements for the number of passes and lift thickness stated herein if needed for specific compaction equipment.
5. The areas to be filled using ULFGA shall not have standing water, ice, organic or otherwise unsuitable materials present prior to placement. If encountered, the Contractor shall excavate these materials and replace them with compacted fill meeting the requirements of Subsection 703.18 Common Borrow.
6. Adjacent panels of geotextile used for separation of ULFGA from surrounding materials shall be either sewn together or overlapped a minimum of 12 inches. The Contractor shall not place geotextile fabric until the subgrades have been inspected and approved by the Resident.
7. Care shall be taken during placement of topsoil/loam on embankment side slopes and aggregate fills above the ULFGA to prevent damage to ULFGA.
8. To limit possible degradation, the geotextile shall not be exposed to the elements for more than 14 days after placement.
9. ULFGA may be dumped and spread in place. Construction equipment other than for placement and compaction shall not operate on the exposed ULFGA. If equipment is anticipated over exposed material, the Contractor shall bridge the exposed material using crane mats or similar materials.
10. In open areas, ULFGA fill shall be placed using tracked equipment (excavator and dozer) in uncompacted lifts not exceeding 18 inches in loose thickness.
11. Compaction in open areas shall be performed with a pneumatic rubber tired static roller with maximum ground pressures of 1,500 psf. Sufficient compaction has been achieved when, in the judgment of the Resident, the material ceases to densify further with additional passes of the roller. Excessive compaction shall be avoided to

minimize crushing of the ULFGA particles.

12. In areas not accessible by larger equipment (e.g., adjacent to bridge abutments and wingwalls, near utilities, etc.), ULFGA fill shall be placed using smaller tracked equipment in uncompacted lifts not exceeding 12 inches in loose thickness. Compaction in these areas shall be performed using a small vibratory plate compactor with a maximum operating weight of 250 lbs. Sufficient compaction has been achieved when, in the judgement of the Resident, the material ceases to densify further with additional passes of the plate compactor. Excessive compaction shall be avoided to minimize crushing of the ULFGA particles.

ULFGA Testing

1. The Contractor shall measure the compacted bulk density at the site per the requirements of ASTM C29/29M-17a and shall submit documentation of the results to the Resident. A minimum of one (1) test shall be performed for every 500 cubic yards of ULFGA delivered to the site. All bulk density testing shall be performed in the presence of the Resident.
2. The Resident shall visually observe compaction of each lift of ULFGA for sufficient compaction. The Contractor shall not place additional lifts of ULFGA until the previous lift has been inspected and approved by the Resident.
3. Compaction shall be performed in the presence of the Resident who will observe performance of the selected equipment and the compactive effort, and establish requirements for the number of passes, and lift thickness for each piece of specific compaction equipment that the Contractor intends to use.

203.18 Method of Measurement

The following is added to Subsection 203.18 of the Standard Specifications:

Lightweight Fill (ULFGA) will be measured by the Cubic Yard in place to limits shown on the Plans.

203.19 Basis of Payment

The following subsection is added to Section 203 of the Standard Specifications:

Lightweight Fill (ULFGA) will be paid for at the contract unit price per in place Cubic Yard, which shall be full compensation for all labor, materials, equipment, and incidentals required to supply, deliver, protect, place and compact the ULFGA and separation geotextile as described herein and shown on the Plans including the creation of an Installation Plan. Removal and replacement of ULFGA material that has been damaged by the Contractor, in the opinion of the Resident, shall be incidental to the work, as directed by the Resident. No additional compensation shall be provided for separation geotextile.

Falmouth
WIN 21720.00
WIN 21721.00
February 15, 2022

Payment will be made under:

Pay Item

Pay Unit

203.4338 Lightweight Fill – Ultra-Lightweight Foamed Glass Aggregate Cubic Yard

SECTION 401 - HOT MIX ASPHALT PAVEMENT

401.01 Description The Contractor shall furnish a uniformly blended, homogeneous mixture placed as one or more courses of Hot Mix Asphalt Pavement (HMA) on an approved base in accordance with the contract documents and in reasonably close conformity with the lines, grades, thickness, and typical cross sections shown on the plans or established by the Resident. The Department will accept this work under Quality Assurance provisions, in accordance with these specifications and the requirements of Section 106 – Quality, the provisions of AASHTO M 323 except where otherwise noted in sections 401 and 703 of these specifications, and the MaineDOT Policies and Procedures for HMA Sampling and Testing.

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

Asphalt Cement	702.01
Aggregates for HMA Pavement	703.07
RAP for HMA Pavement	703.08
HMA Mixture Composition	703.09

401.03 Composition of Mixtures The Contractor shall compose the Hot Mix Asphalt Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), approved antistrip, warm mix additive, and/or mineral filler if required. HMA shall be designed and tested according to AASHTO R 35 and the volumetric criteria in Table 1. The Contractor shall size, uniformly grade, and combine the aggregate fractions in proportions that provide a mixture meeting the grading requirements of the Job Mix Formula (JMF). Unless otherwise noted in Special Provision 403 - Hot Mix Asphalt Pavement, the design, verification, Quality Control, and Acceptance tests for this mix will be performed at 65 gyrations. **TABLE 1: VOLUMETRIC DESIGN CRITERIA**

Design ESAL's (Millions)	Required Density (Percent of G _{mm})			Voids in the Mineral Aggregate (VMA) (Minimum Percent)					Voids Filled with Binder (VFB) (Minimum %)	Fines/Eff · Binder Ratio
				Nominal Maximum Aggregate Size (mm)						
	N _{initial}	N _{design}	N _{max}	25.0	19.0	12.5	9.5	4.75		
	< 3.0	≤90.5	96.0	≤98.0	13.0	14.0	15.0	16.0		
3 to <10	≤89.0									
> 10										

*For 9.5 mm nominal maximum aggregate size mixtures, the maximum VFB is 82. For 4.75 mm nominal maximum aggregate size mixtures, the maximum VFB is 84.

The Contractor shall submit a JMF to the Department for each mixture to be supplied. The JMF will be approved by the Department in accordance with the MaineDOT HMA Policies and Procedures for HMA Sampling and Testing Manual. At the time of JMF submittal, the Contractor shall identify and make available the stockpiles of all proposed aggregates at the plant site. There must be a minimum of 150 ton for coarse aggregate stockpiles and 75 ton for fine aggregate stockpiles before the JMF may be submitted. The Contractor shall provide aggregate samples to the Department unless otherwise required. The Contractor shall also make available to the Department the PGAB proposed for use in the mix in sufficient quantity to test the properties of the asphalt and to produce

samples for testing of the mixture. The first day's production shall be monitored, and the approval may be withdrawn if the mixture exhibits undesirable characteristics such as checking, shoving or displacement. The Contractor shall be allowed to submit aim changes for a JMF as outlined in the MaineDOT HMA Policies and Procedures for HMA Sampling and Testing Manual: Mix Design Approval Section.

The Contractor shall submit a new JMF for approval each time a change in material source or materials properties is proposed. The same approval process shall be followed. The cold feed percentage of any aggregate may be adjusted up to 10 percentage points from the amount listed on the JMF, however no aggregate listed on the JMF shall be eliminated. The cold feed percentage for RAP may be reduced up to 10 percentage points from the amount listed on the JMF and shall not exceed the percentage of RAP approved in the JMF or for the specific application under any circumstances.

401.031 Warm Mix Technology The Contractor may place Hot Mix Asphalt Pavement produced with an accepted WMA technology if approved by the Department. Methods or technologies shall generally be at the Contractors option, but will be limited to proven, Agency and Industry accepted practice. Mixture production, placement and volumetric testing details, including temperatures, shall be included in the project specific QCP, and submitted to the Department for approval prior to any work.

401.04 Temperature Requirements The temperature of the mixture shall conform to the tolerances in Table 2 as measured at the truck at the mixing plant and at the paver unless otherwise authorized by the Department.

TABLE 2: ALLOWABLE TEMPERATURE RANGES

PGAB Grade(s)	Temperature Range (°F)
PG58-28 / PG64-28	275-325
PG64E-28 / PG70E-28	285-335

401.05 Performance Graded Asphalt Binder The Contractor shall utilize either a PG58-28, PG64-28, PG64E-28, PG70E-28, or other grade as specified in the 403 Special Provision. The Contractor shall utilize a PG64-28 if no liquid grade is specified within the 403 Special Provision.

401.06 Weather and Seasonal Limitations The State is divided into two paving zones as follows:

- a. Zone 1 Areas north of US Route 2 from Gilead to Bangor and north of Route 9 from Bangor to Calais.
- b. Zone 2 Areas south of Zone 1 including the US Route 2 and Route 9 boundaries.

TABLE 3: SEASONAL AND TEMPERATURE LIMITATIONS

Use	Minimum Ambient Air Temperature	Zone 1 Allowable Placement Dates	Zone 2 Allowable Placement Dates
Surface course (travelway & adjacent shoulders) less than 1 in. thick placed during conditions defined as “night work”	50°F	June 1 to Saturday following September 1	
Surface course (travelway & adjacent shoulders) less than 1 in. thick	50°F	May 15 to Saturday following September 15	
Travelway surface course greater than or equal to 1 in. thick	50°F	May 1 to Saturday following October 1	April 15 to Saturday following October 15
HMA for surface course on bridge decks	50°F	May 1 to Saturday following October 1	April 15 to Saturday following October 15
HMA for base or shim course on bridge decks	50°F	April 15 to November 15	
HMA for use other than travelway surface course	40°F	April 15 to November 15	
HMA for curb, driveways, sidewalks, islands, or other incidentals	40°F	N/A	N/A
HMA produced with an approved WMA technology for base or shim course	35°F	April 15 to November 15	

The ambient air temperature shall be determined by an approved thermometer placed in the shade at the paving location. Unless otherwise specified, the Contractor shall not place Hot Mix Asphalt Pavement on a wet or frozen surface regardless of the ambient air temperature. The Hot Mix Asphalt Pavement produced with an approved WMA technology shall meet the requirements of section 401.04 - Temperature Requirements, unless otherwise approved by the Department. For the purposes of this Section, the traveled way includes truck lanes, ramps, approach roads and auxiliary lanes.

401.07 Hot Mix Asphalt Plant

401.071 General Requirements HMA plants shall conform to AASHTO M 156, Standard Specification for Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures with exception of Section 4.2.1, 4.2.2, 4.3.4, 4.3.5, and 4.12.2.

All HMA plants will be inspected annually by the Department prior to producing HMA for Department projects. The Contractor shall provide the Department at least 72 hours’ notice that the plant is ready for inspection. The Contractor shall equip the plant with ladders and platforms that are accessible and safe to obtain samples of PGAB, aggregate and mix from the relevant tanks, collector belts and haul units. Silo storage time of mixtures shall not exceed 36 hours.

401.072 Stockpiles The Contractor shall provide sufficient space for stockpiles and maintain a minimum of supply for 2 days production of all aggregate products used in MaineDOT approved mix designs currently under production. A minimum stockpile supply of 100 ton (70 yards) shall be maintained at all times. The Contractor shall construct stockpiles to prevent intermingling and to

minimize segregation. All stockpiles used in MaineDOT mixes shall be identified with weatherproof signs at least 12" high and 24" wide, with reflective lettering at least 2" high.

401.073 Cold Feeds Cold Feed Bins will have bin dividers to keep aggregate products separated. Adequate means must be provided for obtaining samples of the combined flow of all Cold feed bins.

401.074 Dryer Dryer shall be capable of heating aggregate to required mixing temperature and shall be in good operation and condition. Dryer shall be subject to annual inspection prior to start-up. The Contractor shall dry and heat the aggregates for the HMA to the required temperature, adjusting flames to avoid damaging the aggregates. The Contractor shall provide the Department a minimum period of 72 hours to inspect the dryer and provide at least 24 hours' notice that the dryer is ready for inspection.

401.075 Asphalt Binder The plant shall include a heating system and insulation to maintain the asphalt binder at a uniform temperature for proper mixing and compaction. A thermometer shall be provided in the asphalt binder line. No direct flame may come in contact with tank. A sampling valve shall be provided in the circulation line downstream of any binder additive used unless otherwise approved by the Department. The Contractor shall drain down the asphalt as low as safely possible in any tank that will be switched to a new source or grade prior to adding the new PGAB.

401.076 Additives Additives (WMA, anti-strip, etc.) introduced into the binder at the HMA plant shall be introduced per the supplier's recommendations and shall be approved by the Department. The system for introducing additives shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all production rates and batch sizes. Additive introduction systems shall be controlled by a proportioning device to the amount required on the JMF plus or minus 0.1% of the target. Additive introduction systems shall be interlocked with the plant and the recordation (batch tickets or drum recordation) shall display the additive and the weight and percentage added. A means for sampling the PG binder with additive introduced will be provided. The sampling point shall be after the additive is mixed with the PGAB before entering the drum or mixer unit.

401.077 Batch Plants

Hot Bins Hot bins shall provide uniform continuous operation and be in good working condition. The plant shall be able to provide samples of hot bins upon request. Overflow shall be provided for each hot bin. Hot bin gates shall close without leaking. Bin walls must prevent intermingling between bins. Each hot bin shall have low level indicators which will alert the operator when the bin is empty.

Mixer Unit Clearance between blades and liner shall be 1" maximum, unless the aggregate exceeds 1 ¼" then the clearance shall be 1 ½". The spray bar length shall be at least 75% of the mixer length. The mixer unit shall be a twin pug mill-type mixer capable of mixing continuously for at least 45 seconds after all materials have been introduced into the mixer. The blades in the mixer shall be capable of producing a homogenous mixture. If the mixer is not enclosed, it shall be equipped with an adjustable hood to prevent loss of dust by dispersion. The mixer unit shall be subject to annual inspection prior to removal of safety features and being readied for service. The Contractor shall provide the Department the opportunity to inspect the mixer unit prior to the annual inspection. The Contractor shall provide the Department a minimum period of 72 hours to inspect the mixer unit and provide at least 24 hours' notice that the mixer unit is ready for inspection.

Mineral Filler Mineral filler and fiber shall utilize separate bins and feed systems to store and proportion the required quantity into the mixture. The feed systems shall be accurate to no more than 10% of the required weight with a convenient and accurate means of calibration. Mineral filler and fiber shall be introduced in the weigh hopper and uniformly distributed prior to the injection of the asphalt binder.

Automation The HMA batch plant shall automatically batch, mix and discharges mixes. The batch plant shall accurately proportion the various materials in the proper order by weight. The entire batching and mixing cycle shall be continuous and shall not require any manual operations. The batch plant shall use auxiliary interlock circuits to trigger an audible alarm whenever an error exceeding the acceptable tolerance occurs. Along with the alarm, the printer shall print an asterisk on the delivery slip in the same row containing the out-of-tolerance weight. The automatic proportioning system shall be capable of consistently delivering material within the full range of batch sizes. When RAP is being used, the plant must be capable of automatically compensating for the moisture content of the RAP.

The HMA batch plant shall be operated within the following tolerances:

Each aggregate component	+/- 1.5% cumulative, per bin
Mineral Filler	+/- 0.5%
Bituminous Material	+/- 0.1%
Zero return (aggregate)	+/- 0.5%
Zero Return (AC)	+/- 0.1%
Additives	+/- 0.1%

Recordation All plants shall be equipped with an approved digital recording device. The printer shall mark any weight on the ticket that exceeds tolerance. The delivery slip shall contain information required under Section 108.1.3 - Provisions Relating to Certain Measurements, Mass and paragraphs a, b, and c of Section 401.078.

401.078 Drum Plants

Cold Feeds and Delivery System A scalper screen shall be used to remove oversize material. The accuracy of the belt scale shall be within +/- 1.0% of the actual weight being measured. The plant shall be capable of correcting for aggregate moisture. Mineral filler and fiber shall utilize separate bin(s) and feeder systems to store and proportion the required quantity into the mixture. The feed systems shall be accurate to no more than +/- 10% of the required weight with a convenient and accurate means of calibration. The plant shall be equipped with a single control to change all feed rates. Mineral filler and fiber shall be introduced such that dry mixing is accomplished no less than 18 inches prior to the injection of the asphalt binder. The Contractor shall ensure that the mineral filler does not become entrained in the exhaust stream of the dryer.

Binder System The flow of asphalt binder shall adjust automatically with dry aggregate weights. The Department will conduct an asphalt flow meter check annually and after each change of plant location. The flow meter check must be performed prior to producing mix for Department projects. The plant must be configured to provide a convenient means to check accuracy of the flow meter. The flow meter will be considered accurate if the measured weight is within 1% of actual weight.

Drum Mixer The plant shall be equipped with a diversion system where mix can be diverted at startup/shutdown and any time. The drum mixer shall be subject to annual inspection prior to removal of safety features and being readied for service. The Contractor shall provide the Department a minimum period of 72 hours to inspect the drum mixer while providing at least 72 hours' notice that the drum mixer is ready for inspection.

Recordation An approved automatic ticket printer system shall be used to print delivery slips. The requirements for delivery slips for payment of materials measured by weight, as given in the following Sections, shall be waived: 108.1.3 a., 108.1.3 b., 108.1.3 c., and 108.1.3 d. The automatic printed ticket will be considered as the Weight Certificate. The dry aggregate weights and binder flow shall be recorded as well as mineral filler and all binder additives. The recordation of materials shall be printed a minimum of every ten minutes while in production.

The requirements of Section 108.1.3 f. - Delivery Slips, shall be met by the delivery slip printed by the automatic system, which accompanies each truckload, except for the following changes:

- a. The quantity information required shall be individual weights of each batch or total net weight of each truckload.
- b. Signatures (legible initials acceptable) of Weighmaster (required only in the event of a malfunction as described in 401.074 c.).
- c. The MaineDOT designation for the JMF.

401.079 Scales and Weight Checks Scales shall meeting the requirements of Section 108 - Payment. The scales shall be inspected and sealed by the State Sealer (or approved alternative) as often as the Department deems necessary to verify their accuracy. Plant scales shall be checked prior to the start of the paving season, and each time a plant is moved to a new location. Subsequent checks will be made as determined by the Resident. The Contractor will have at least ten 50 pound masses for scale testing at batch plants. At Contractor's option, the Contractor can use one single test weight that has been checked on sealed scales. This weight shall be 1,000 lbs. or greater. At least twice during each 5 days of production either of the following checks will be performed:

- a. A loaded truck may be intercepted and weighed on a platform scale that has been sealed by the State Sealer of Weights and Measures within the past 12 months. The inspector will notify the producer to take corrective action on any discrepancy over 1.0%. The producer may continue to operate for 48 hours under the following conditions.
 1. If the discrepancy does not exceed 1.5%; payment will still be governed by the printed ticket.
 2. If the discrepancy exceeds 1.5%, the plant will be allowed to operate as long as payment is determined by truck platform scale net weight.

If, after 48 hours the discrepancy has not been addressed and reduced below 1.0%, then plant operations will cease. Plant operation may resume after the discrepancy has been brought within 1.0%.

- b. Where platform scales are not readily available, a check will be made to verify the accuracy and sensitivity of each scale within the normal weighing range and to assure that the interlocking devices and automatic printer system are functioning properly. If platform scales are not readily

available, a weight with a known mass-verified and sealed annually by a licensed scale company, may be used by hanging weight from silo or surge hopper, at lower middle and upper third levels upon request to verify scale accuracy.

d. In the event of a malfunction of the automatic printer system, production may be continued without the use of platform truck scales for a period not to exceed the next two working days, providing total weights of each batch are recorded on weight tickets and certified by a Licensed Public Weighmaster.

401.08 Hauling Equipment Units hauling HMA shall have tight, clean, and smooth metal bodies, which have been thinly coated with a small amount of approved release agent to prevent the mixture from adhering to the bodies. Release agents that dissolve or strip asphalts, including diesel fuel, will not be allowed.

All mix haul units shall have a cover of water repellent material capable of heat retention, which completely covers the mixture. The cover shall be securely fastened on the truck, unless unloading. Haul units shall have an opening on both sides near the midpoint of the body, at least 12 in above the bed, which will accommodate a thermometer stem.

401.09 Pavers The Contractor shall use pavers meeting the requirements of this section unless otherwise authorized by the Department. Pavers shall meet the requirements of Table 4: Paver Requirements.

TABLE 4: PAVER REQUIREMENTS

Use	Paver Requirement
Traveled Way & Auxiliary Lanes	Equipped with a 10 ft minimum main screed with activated extensions. The minimum tractor weight shall be 30,000 pounds.
	Equipped with automatic grade and slope controls that automatically adjust the screed and increase or decrease the layer thickness to compensate for irregularities in the preceding course. The controls shall maintain the proper transverse slope and be readily adjustable so that transitions and superelevated curves can be properly paved. The controls shall operate from a fixed or moving reference such as a grade wire or ski type device (floating beam) with a minimum length of 30 ft, a non-contact grade control with a minimum span of 24 ft, except that a 40 ft reference shall be used on interstate and divided highway projects.
All HMA Placement	Self-contained, self-propelled units of sufficient class and size to place Hot Mix Asphalt Pavement in full lane widths specified in the contract on the main line, shoulder, or similar construction.
	Equipped with a free-floating activated heated main screed with activated extensions. Pavers with extendible screeds shall have auger extensions and tunnel extenders as per the manufacturer's recommendations, a copy of which shall be available if requested.
	Equipped with a receiving hopper with sufficient capacity for a uniform spreading operation and a distribution system to place the mixture uniformly, without segregation in front of the screed.
	Operated in such a manner as to produce a visually uniform surface texture and a thickness within the requirements of Section 401.11 - Surface Tolerances. The screed assembly shall produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture.

The Contractor shall have the paver at the project site sufficiently before the start of paving operations to be inspected and approved by the Department. The Contractor shall repair or replace any paver found worn or defective, either before or during placement, to the satisfaction of the Department. Pavers that produce an unevenly textured or non-uniform mat will be repaired or replaced before continuing to place HMA on MaineDOT projects. On a daily basis, the Contractor shall perform density testing across that mat as detailed in Section 401.191 Quality Control - Method A, B & C.

401.10 Rollers Rollers shall be static steel, pneumatic tire, oscillatory, or approved vibrator type. Rollers shall be in good mechanical condition, capable of starting and stopping smoothly, and be free from backlash when reversing direction. Rollers shall be equipped and operated in such a way as to prevent the picking up of hot mixed material by the roller drums or tires. Crushing of the aggregate or displacement of the HMA during rolling will not be permitted. Any HMA Pavement that becomes loose, broken, contaminated, shows an excess or deficiency of PGAB, or is in any other way defective shall be removed and replaced at no additional cost with fresh material which shall be immediately compacted to conform to the adjacent area.

The Contractor shall repair or replace any roller found to be worn or defective, either before or during placement, to the satisfaction of the Department. Rollers that produce grooved, unevenly textured or non-uniform mat will be repaired or replaced before continuing to place HMA. The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option unless otherwise specified in the contract, provided specified density is attained and with the following requirements:

- a. On variable-depth courses, the first lift of pavement over gravel, reclaimed pavement, on irregular or milled surfaces, or on bridges, at least one roller shall be 16 ton pneumatic-tired. Pneumatic-tired rollers shall be equipped with skirting to minimize the pickup of HMA materials from the paved surface. When required by the Resident, the roller shall be ballasted to 20 ton.
- b. Compaction with a vibratory or steel wheel roller shall precede pneumatic-tired rolling, unless otherwise authorized by the Department.
- c. Vibratory rollers shall not be operated in the vibratory mode on bridge decks.
- d. Any method, which results in cracking or checking of the mat, will be discontinued and corrective action taken.
- e. The use of an oscillating steel roller shall be required to compact all mixtures placed on bridge decks.

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

401.11 Surface Tolerances The Department will check the following surface tolerances:

- a.) Longitudinally: The pavement surface profile shall be free of deviations in excess of +/- ¼ inches from the required pavement surface profile grade. To verify the surface tolerance a straight plane shall be established using 16 foot straight edge or a taught string line placed parallel to the direction of travel and checked continuously across the width of the lane.
- b.) Transversely: The pavement surface profile shall be free of deviations in excess of 0 inches below and ¼ inches above the required cross-sectional profile grade. To verify the surface tolerance a straight plane shall be established using a 10 foot straight edge or taught string line

placed perpendicular to the direction of travel and checked continuously along the length of the lane.

The Contractor shall correct defective areas by removing defective work and replacing it with new material as directed by the Department. The Contractor shall furnish a 10 foot straightedge for the Department's use.

401.12 Preparation of Existing Surface The Contractor shall thoroughly clean the surface upon which Hot Mix Asphalt Pavement is to be placed of all objectionable material. When the surface of the existing base or pavement is irregular, the Contractor shall bring it to uniform grade and cross section. All surfaces shall have a tack coat applied prior to placing any new HMA course. Tack coat shall conform to the requirements of Section 409 – Bituminous Tack Coat, Section 702 – Bituminous Material, and all applicable sections of the contract.

401.13 Spreading and Finishing On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the Contractor shall spread, rake, and lute the HMA with hand tools to provide the required compacted thickness. Release agents that dissolve or strip asphalts, including diesel fuel, will not be allowed. On roadways with adjoining lanes carrying traffic, the Contractor shall place each course per the conditions in Table 5, unless otherwise noted by the Department in Section 403 - Hot Mix Asphalt Pavement.

TABLE 5: PLACEMENT CONDITIONS FOR ADJOINING LANES

Depth (at centerline)	Placement Conditions
Vertical Longitudinal Joint	
¾" and less (incl. shim)	The Contractor may place the HMA course over the full single travel lane width for each production day.
1" to 1 ¼"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before weekend or holiday suspension.
1 ½" to 2"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before the end of the following calendar day.
Greater than 2"	The Contractor shall place each course over the full width of the traveled way section being paved that day.
Notched-Wedge Longitudinal Joint	
1 ½" to 2"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before weekend or holiday suspension. A maximum unmatched centerline joint length of 0.5 miles will be permitted over the weekend.
Greater than 2"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before the end of the following calendar day.

The Contractor shall place the specified course over the full width of the mainline traveled way being paved, regardless of use, depth, or longitudinal joint type prior to Memorial Day, July 4th, Labor Day, paving suspensions exceeding three days, or other dates as specified by special provision.

The Contractor shall install additional warning signage that clearly defines the centerline elevation differential hazard. Unless otherwise addressed in the contract, the Contractor shall install additional centerline delineation such as a double application of raised pavement markers at 100 foot intervals, or temporary painted line. For any exposed vertical edge between the shoulder and traveled way, at a minimum, the use of temporary painted line, or RPMs placed along the edge of traveled way at 200 foot intervals is required. The Traffic Control Plan shall be amended to include this option and the additional requirements. All signs and traffic control devices will conform to Section 719.01, and Section 652, and will be installed prior to the work, at a maximum spacing of 0.50 mile for the entire length of effected roadway section. If this option is utilized, all additional signing, labor, traffic control devices, or incidentals will not be paid for directly, will be considered incidental to the appropriate 652 items.

401.14 Hot Mix Asphalt Placement on Bridge Decks Hot mix asphalt pavement placed on bridges shall also conform to Section 508.04 and the following requirements.

- a. The minimum production and placement temperature for the Hot Mix Asphalt placed over membrane shall conform to the manufacturer's recommendations.
- b. The bottom course shall be placed with an approved rubber mounted paver of such type and operated in such a manner that the membrane waterproofing will not be damaged in any way.
- c. The top course shall not be placed until the bottom course has cooled sufficiently to provide stability.
- d. The Contractor will not be required to cut sample cores from the compacted pavement on the bridge deck, unless otherwise directed by Special Provision.
- e. After the top course has been placed, the shoulder areas shall be sealed 3 ft wide with two applications of an emulsified bituminous sealer meeting the requirements of Section 612.03 – Sealing and Section 702.12 - Emulsified Bituminous Sealing Compound. The first application shall be pre-mixed with fine, sharp sand, similar to mortar sand, as needed to fill all voids in the mix in the area being sealed. The second application may be applied without sand. The sealer shall be carried to the curb at the gutter line in sufficient quantity to leave a bead or fillet of material at the face of the curb. The area to be sealed shall be clean, dry and the surface shall be at ambient temperature. The furnishing and applying of the required quantity of sealer for the bridge shoulder areas shall be incidental to placing the hot mix asphalt pavement.
- f. The area between the edge of the membrane and the vertical surface shall be completely sealed with hot-applied rubberized asphalt material, meeting the requirements of Type 4 crack seal; shall be applied to form a complete seal between the membrane and the vertical surface and shall extend up the vertical surface to within ½ inch of the top of the HMA wearing surface. This work shall be considered incidental to the contract pavement items unless 508 membrane items are included in the contract.

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

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

release agents. Solvents designed to strip asphalt binders from aggregates will not be permitted as release agents on equipment, tools, or pavement surfaces.

The Contractor shall immediately correct any displacement occurring as a result of the reversing of the direction of a roller or from other causes to the satisfaction of the Department. Any operation other than placement of variable depth shim course that results in breakdown of the aggregate shall be discontinued. Any new pavement that shows obvious cracking, checking, or displacement shall be removed and replaced for the full lane width as directed by the Resident at no cost to the Department.

Along forms, curbs, headers, walls, and other places not accessible to the rollers, the Contractor shall thoroughly compact the HMA with mechanical vibrating compactors. The Contractor shall only use hand tamping in areas inaccessible to all other compaction equipment. On depressed areas, the Contractor may use a trench roller or cleated compression strips under a roller to transmit compression to the depressed area.

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

For all items requiring pavement density testing, the Contractor shall cut 6-inch diameter cores at no additional cost to the Department by the end of the working day following paving. Cores shall be cut such that the nearest edge at least 9 inches from any joint. Pre-testing of the cores will not be allowed. If the Contractor and the Department mutually determine that a core is damaged, the Contractor shall cut new core(s) at the same offset and within 3 ft of the initial sample. The Contractor and the Department will mutually determine if underlying material is adhered to the core and if so will mark the core at the point where sawing is needed. The Department will place the cores in a secure container and the Contractor shall transport the cores to the designated MaineDOT lab. The cores will be saw cut by the Department to remove underlying layers. No recuts are allowed at a test location after the core has been tested.

On all sections of overlay with wearing courses designed to be 1 in or less in thickness, there shall be no pay adjustment for density otherwise noted in Section 403 - Hot Mix Asphalt Pavement. For overlays designed to be 1 in or less in thickness, density shall be obtained by the same rolling train and methods as used on mainline travelway surface courses with a pay adjustment for density, unless otherwise directed by the Department.

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

401.16 Joints The Contractor shall construct wearing course transverse and longitudinal joints in such a manner that minimum tolerances shown in Section 401.11 - Surface Tolerances are met when measured with a straightedge. The paver screed shall maintain a uniform head of HMA during transverse and longitudinal joint construction. The HMA shall be free of segregation and meet temperature requirements outlined in Section 401.04. Transverse joints of the wearing course shall

be straight and neatly trimmed. The Contractor may form a vertical face exposing the full depth of the course by inserting a header, by breaking the bond with the underlying course, or by cutting back with hand tools. The Contractor shall apply a coating of emulsified asphalt immediately before paving all joints to the vertical face and 3 in of the adjacent portion of any pavement being overlaid except those formed by pavers operating in echelon. The Contractor shall use an approved spray apparatus designed for covering a narrow surface. The Department may approve application by a brush for small surfaces, or in the event of a malfunction of the spray apparatus, but for a period of not more than one working day.

Where pavement under this contract joins an existing pavement, or when the Department directs, the Contractor shall cut the existing pavement along a smooth line, producing a neat, even, vertical joint. The Department will not permit broken or raveled edges. The cost of all work necessary for the preparation of joints is incidental to related contract pay items. Longitudinal joints shall be generally straight to the line of travel and constructed in a manner that best ensure joint integrity. Methods or activities that prove detrimental to the construction of straight, sound longitudinal joints will be discontinued.

The Contractor may utilize an approved notched wedge joint device on all HMA layers 1 ½ inches in depth or greater. A notched wedge joint shall be constructed as shown in Figure 1 using a device that is attached to the paver screed and is capable of independently adjusting the top and bottom vertical notches.

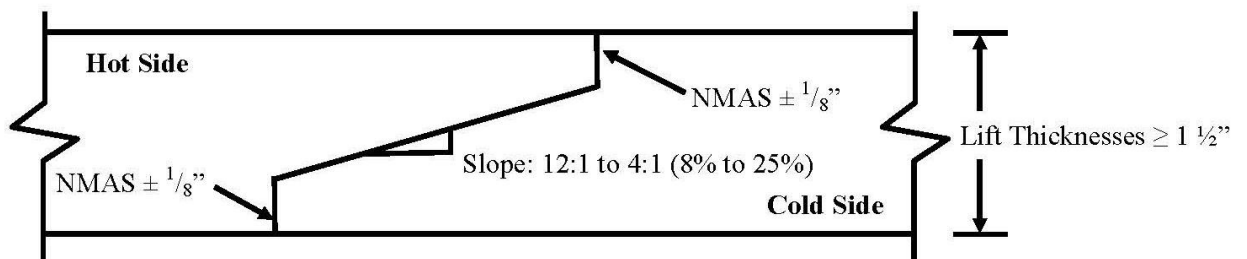


FIGURE 1: Notched Wedge Joint

Notes

1. An emulsified tack coat shall be applied to the vertical edges and the wedge surface so that the total rate is 0.05 G/SY plus the normal specified rate prior to placing the adjacent layer. The Contractor may elect to apply the emulsified tack coat in one or multiple passes.
2. Dimensions shown are compacted depths (after rolling is complete).

The Department reserves the right to have centerline cores cut by the Contractor's QC personnel for informational purposes to monitor the density along the joint. Informational cores at the centerline joint will be taken centered over the tapered part of the wedge joint.

Any notched wedge joint constructed areas that become cracked or broken shall be trimmed back to the limits affected prior to placing the adjoining lane. Any materials that become unbound or separated from the wedge or tapered joint section, or contaminated by materials determined by the Department as being detrimental to the construction of a sound construction joint, shall be removed by sweeping, compressed air and lance, or by hand tools as required. This work, if necessary, will not be paid for directly, but shall be considered incidental to the related contract items.

The Contractor shall apply a coating of emulsified asphalt on the vertical and tapered surface of the longitudinal centerline joint immediately before paving if the notched wedge joint device is used.

The total rate of application shall be 0.050 G/SY plus the normal specified tack coat rate. The Contractor shall use an approved spray apparatus designed for covering a narrow surface. The Department may approve application by a brush for small surfaces.

401.17 Hot Mix Asphalt Documentation The Contractor and the Department shall agree on the amount of Hot Mix Asphalt Pavement that has been placed each day. All delivery slips shall conform to the requirements of 401.078.

401.18 Prepave Meeting Prior to placing any mix, the Department and the Contractor shall hold a Pre-paving conference to discuss the paving schedule, source of mix, type and amount of equipment to be used, sequence of paving pattern, rate of mix supply, random sampling, project lots and sublots and traffic control. A copy of the density QC random numbers to be used on the project shall be provided to the Resident. The Departments' random numbers for Acceptance testing shall be generated and on file with the Resident and the Project Manager. All personnel of the Department and the Contractor who have significant information relevant to the paving items shall attend, including the responsible onsite paving supervisor for the Contractor. The Resident will prepare minutes of the conference and distribute them to all attendees. Any requests to revise the minutes must be made to the Resident within 7 Days of Receipt. These minutes will constitute the final record of the Pre-paving conference. On the first day of paving and whenever there is a change in the onsite paving foreman or paving inspector, the Department and the Contractor shall hold an informal onsite meeting to review the minutes of the Pre-paving conference, Project Specific QCP, Plans, Typical, Special Provisions and communication process. This meeting shall be held prior to placing any mix. The onsite paving supervisor, QCT, Superintendent, Resident and/or paving inspector shall attend.

401.19 Contractor Quality Control – Method A, B, C & D

The Contractor shall operate in accordance with the approved Quality Control Plan (QCP) to assure a product meeting the contract requirements. The Contractor shall not begin paving operations until the Department approves the QCP in writing.

401.191 Quality Control The QCP shall meet the requirements of Section 106.6 - Acceptance and this Section. The QCP shall address any items that affect the quality of the Hot Mix Asphalt Pavement, and shall include the following personnel meeting these minimum requirements:

a. QCP Administrator - 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 their designee in the QCP Administrator's absence) shall be available to communicate with the Department at all times.

- For items accepted under Methods A and B, the QCP Administrator shall be certified as a Quality Assurance Technologist (QAT) by NETTCP.
- For items accepted under Methods C and D, the QCP Administrator shall be certified by NETTCP as a Quality Assurance Technologist (QAT), Plant Technician, or Paving Inspector.

b. Process Control Technician(s) (PCT) shall utilize test results and other quality control practices to assure the quality of aggregates and other mix components and control proportioning to meet the JMF(s). The PCT shall inspect all equipment used in mixing to assure it is operating

properly and that mixing conforms to the mix design(s) and other Contract requirements, and that delivery slips and plant recordation accurately reflects the mix being produced with all the required information. The QCP shall detail how these duties and responsibilities are to be accomplished and documented, and whether more than one PCT is required. The Plan shall include the criteria to be utilized by the PCT to correct or reject unsatisfactory materials. The PCT shall be certified as a Plant Technician by the NETTCP.

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

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

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

a. General Requirements:

- Job Mix Formulas (JMFs)
- Name of QCP Administrator, and certification number
- Description of corrective action process
- Disposition of defective material
- A procedure to take immediate possession of acceptance samples once released by MaineDOT and deliver said samples to the designated acceptance laboratory.

b. Process Control Requirements: Each Hot Mix Asphalt plant shall have a Plant Specific Process Control Plan. At minimum the plan shall include:

- Name of Plant Specific Process Control Technician(s) and certification number(s)
- Hot mix asphalt plant details
- Stockpile Management
- Mixing & transportation
- Silo management and details
- A detailed description of RAP processing, stockpiling and introduction into the plant
- PG Binder management:
 - Tanks and storage (including polymer modified binders if applicable)
 - Binder temperature
 - Sample points
 - Method to ensure mixture contains the specified binder grade
 - Additive introduction details if introduced at the plant
- Testing and inspection plan for control of aggregates and RAP
- Mix Testing and inspection plan

c. Quality Control Requirements – Method A & B

- Name of Quality Control Technicians(s) and certification number(s)
- Laydown operations
- Longitudinal joint construction including the tacking of all joints.
- Procedures for avoiding paving in inclement weather
- Compaction of shoulders
- Methods to ensure that segregation is minimized
- Procedures to determine the maximum rolling and paving speeds based on best engineering practices and past experience in achieving acceptable pavement smoothness.
- Sequence for paving around drainage structures, under guard rail, around curb, at bridges, intersections, drives and minor approaches to ensure proper compaction, finish, and drainage.
- Type of release agent to be used on haul units, tools and rollers.

d. Quality Control Requirements – Method C and D

- Name of QCP Administrator and certification number(s) as specified in Section 401.19.
- Name of Process Control Technicians(s) and certification number(s).
- Name of Quality Control Technicians(s) and certification number(s).
- Anticipated Compaction Temperature Zones for each roller pass during placement.
- Mix TMD to be used for density gauge setting for method spec density work
- Procedures for avoiding paving in inclement weather.
- Type of release agent to be used on haul units, tools and rollers.
- A note stating that the use of petroleum-based fuel oils, such as diesel or kerosene, or asphalt stripping solvents will not be permitted.
-

The Contractor shall also supply a Laydown Operation Plan that addresses sequence of work, layout of work, longitudinal joint construction, compaction of shoulders, methods to minimize segregation, and procedures to achieve acceptable pavement smoothness.

For each production day, a summary of each day's results, including a daily paving report, summarizing the mixture type, mixture temperature, equipment used, environmental conditions, and the number of roller passes, shall be recorded and signed by the QCT and presented to the Department's representative by 1 PM the following working day.

Unless otherwise noted in Section 403 - Hot Mix Asphalt Pavement, the Contractor shall submit a modified QC Plan detailing, how the mix is to be placed, what equipment is to be used, and what HMA plant is to be used for Items covered under the Plan. All mix designs (JMF) shall be approved and verified by MaineDOT prior to use.

A QCP, certified QC personnel, and a Prepave Meeting shall not be required for Item 403.209 - Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (sidewalks, drives, islands & incidentals) accepted under visual or Method D. An approved JMF shall be provided to the Resident prior to placement.

The Contractor shall certify the mix and the test results for each item by a Certificate of Compliance.

The Contractor shall have a testing lab at the plant site, equipped with all testing equipment necessary to complete the tests in Table 6. The Contractor shall generate QC sampling random numbers for each approved mix design. A copy of the random numbers shall be emailed to the QC.mainedot@maine.gov email address and remain on-file (in print) and be available for inspection at the QC laboratory. The Contractor shall sample, test, and evaluate Hot Mix Asphalt Pavement in accordance with the minimum frequencies per each approved mix design:

TABLE 6: MINIMUM QUALITY CONTROL FREQUENCIES

Test or Action	Frequency	Test Method
Temperature of mix	6 per day at street and plant	-
Temperature of mat	4 per day	-
%TMD (In-Place Density - Surface)	1 per 125 ton	AASHTO T 355 or AASHTO T 343
%TMD (In-Place Density - Base)	1 per 250 ton	AASHTO T 355 or AASHTO T 343
Fines / Effective Binder	1 per 500 ton	AASHTO T 312*
Gradation	1 per 500 ton	AASHTO T 30
PGAB Content	1 per 500 ton	AASHTO T 164 or AASHTO T 308
Voids at N_{design}	1 per 500 ton	AASHTO T 312*
VMA at N_{design}	1 per 500 ton	AASHTO T 312*
Rice Specific Gravity	1 per 500 ton	AASHTO T 209
Percent Fractured Particles	1 per 5,000 ton	AASHTO T 335
Flat and Elongated Particles	1 Per 5,000 ton	ASTM D4791
Fine Aggregate Angularity	1 Per 5,000 ton	AASHTO T 304

*Method A and B only

The Contractor shall monitor plant production on each approved mix design using running average of three control charts as specified in Section 106 - Quality. Control limits shall be as noted in Table 7 below. The UCL and LCL, shall not exceed the allowable gradation control points for the particular type of mixture as outlined in Table 1 of Section 703.09.

TABLE 7: CONTROL LIMITS

Property	UCL and LCL
Percent Passing 4.75 mm and larger sieves	Target +/- 4.0
Percent Passing 2.36 mm sieve	Target +/- 2.5
Percent Passing 0.075 mm sieve	Target +/- 1.0
PGAB Content	Target +/- 0.25
VMA at N_{design}	LCL = LSL + 0.2
Voids at N_{design}	JMF Target +/- 1.2
Theoretical Maximum Specific Gravity	JMF Target +/- 0.020

The Contractor shall submit all QC test and inspection reports and updated control charts to the Resident and QC.mainedot@maine.gov by email. The reports and updated control charts shall be signed by the appropriate technician and be submitted to the Department by 1:00 P.M. on the next working day, except when otherwise noted in the QCP and approved by the Department.

The Contractor shall also retain splits of the previous 5 QC tests, with QC results enclosed for random selection and testing by the Department. Test results of splits that do not meet the Dispute Resolution

Variance Limits in Table 18 shall trigger an investigation by the MaineDOT Independent Assurance Unit and may result in that lab losing NETTCP certification and the ability to request a dispute [Section 401.50 - Process for Dispute Resolution].

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 summarizing the mixture type, mixture temperature, equipment used, environmental conditions, and the number of roller passes, shall be recorded and signed by the QCT and provided to the QC.mainedot@maine.gov email address and Resident in writing by 1:00 p.m. the next working day. The Contractor shall fill all holes in the pavement resulting from cutting cores by the Contractor or the Department with a properly compacted, acceptable mixture no later than the following working day. Before filling, the Contractor shall carefully clean the holes and apply a coating of emulsified asphalt. The Contractor may only cut additional cores for verification of the densometer, at a rate not to exceed 3 per day or 2 per 1000 ton placed.

If the Contractor's control chart shows the process for a given mix design to be out of control (defined as a single point outside of the control limits on the running average of three chart) on any property listed in Table 7: Control Limits, the Contractor shall notify the Resident of all affected projects in writing of the corrective action by 1:00 PM the next working day. The written description shall detail what action is being taken by the Contractor to bring the property in question back within control limits. Subsequent quality control results are expected to demonstrate an improvement and regression towards the aim. The Department reserves the right to take action, to include cessation of production, in the case of repeated results outside the Table 7 control chart control limits.

On a daily basis, or whenever equipment type or sequence is modified, the Contractor shall perform density testing across the mat being placed, prior to being compacted by equipment at 12 in intervals. If the density values vary by more than 2.0% from the mean, the Contractor shall make adjustments to the screed until the inconsistencies are remedied. Failure to replace or repair defective placement equipment may result in a letter of suspension of work and notification of a quality control violation resulting in possible monetary penalties as governed by Section 106 – Quality.

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

- a. The quality level for density using all quality control tests for the current Lot is less than 60 PWL.
- b. The Coarse Aggregate Angularity or Fine Aggregate Angularity value falls below the requirements of Section 703.07, Table 3: Aggregate Consensus Properties Criteria for the design traffic level.
- c. The Flat and Elongated Particles value exceeds 10% by ASTM D4791.
- d. There is any visible damage to the aggregate due to over-densification other than on variable depth shim courses.
- e. The Contractor fails to follow the approved QCP.

The Contractor shall notify the Resident in writing as to the reason for shutdown, as well as the corrective action, by the end of the workday. Failure to do so will be treated as a second incident under 106.4.6 QCP Non-compliance. The Department will only allow the continuation of paving operations when it is satisfied the corrective action will result in an improvement in results. The Department may require the submittal of a passing verification sample to allow further production. The Department

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

The 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.

401.192 Quality Control for Method D, (sidewalks, drives, islands & incidentals) and visual acceptance items

A QCP, certified QC personnel, or Prepave Meeting shall not be required for Item 403.209 - Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (sidewalks, drives, islands & incidentals) accepted under visual or Method D. An approved JMF shall be provided to the Resident prior to placement.

401.20 Acceptance Method A & C These methods utilize Quality Level Analysis and pay factor specifications. For Hot Mix Asphalt Pavement designated for acceptance under Quality Assurance provisions, the Department will sample once per subplot on a statistically random basis, test, and evaluate in accordance with the Acceptance Properties as outlined in Table 8:

TABLE 8: ACCEPTANCE PROPERTIES – METHOD A & C

Properties	Point of Sampling	Test Method
Gradation	Paver Hopper	AASHTO T 30
PGAB Content	Paver Hopper	AASHTO T 308
% TMD (In-Place Density)	Mat behind all Rollers	AASHTO T 269
Voids at N_{design}	Paver Hopper	AASHTO T 312
VMA at N_{design}	Paver Hopper	AASHTO T 312
Fines to Effective Binder	Paver Hopper	AASHTO T 312
VFB	Paver Hopper	AASHTO T 312

The Department will obtain samples of Hot Mix Asphalt Pavement in conformance with AASHTO R 97, Sampling Asphalt Mixtures, and the MaineDOT Policies and Procedures for HMA Sampling and Testing. The Contractor shall transport the samples in containers provided by the Department to the designated MaineDOT Laboratory within 48 hours except when otherwise noted in the project specific QCP or as directed by the Resident. Failure to deliver an acceptance sample to the designated acceptance laboratory will be considered the second incident under 106.4.6–QCP Non-Compliance.

Target values shall be as specified in the JMF. The Department will withhold reporting of the test results for the Acceptance sample until 7:00 AM, on the second working day of receipt of the sample, or after receipt of the Contractors results of the Acceptance sample split. Upon conclusion of each lot being evaluated under quality level analysis, where there is a minimum of four sublots, results shall be examined for statistical outliers, as stated in Section 106.7.2 - Statistical Outliers.

Lot sizes and subplot sizes shall be determined as outlined in Table 9.

TABLE 9: LOT AND SUBLOT SIZES – METHOD A & C

Lot Size*	Entire production per item per contract up to 6000 ton
Maximum Sublot Size – Mix	750 ton
Maximum Sublot Size – Density	Surface Layers – 250 ton Base / Intermediate Layers – 500 ton
Minimum Number of Samples – Mix	Four
Minimum Number of Samples – Density	Five

*Unless otherwise agreed upon at the Prepave Meeting

If there is less than one-half of a subplot remaining at the end, then it shall be combined with the previous subplot. If there is more than one-half subplot remaining at the end, then it shall constitute the last subplot

and shall be represented by test results. If it becomes apparent partway through a Lot that, due to an underrun, there will be insufficient mix quantity to obtain the minimum number of sublots needed, the Resident may adjust the size of the remaining sublots and select new sample locations based on the estimated quantity of material remaining in the Lot. Unanticipated over-runs of up to 1500 ton shall be rolled into the last lot. Cases where the lot is terminated prior to reaching completion shall be handled in accordance with Section 106.7.3 Early Termination of Lots. In cases where density incentive/disincentive provision apply, additional cores shall be taken to attain a minimum of three for the Lot.

Isolated Areas During the course of inspection, should it appear that there is an isolated area that is not representative of the lot based on a lack of observed compactive effort, excessive segregation, a change in process or any other questionable practice, that area may be isolated and tested separately. An area so isolated that has a calculated pay factor below 0.80 for Method A, based on three random tests shall be removed and replaced at the expense of the Contractor for the full lane width and a length not to be less than 150 ft.

TABLE 10: ACCEPTANCE LIMITS – METHOD A & C

Property	USL and LSL	
	Method A	Method C
Percent Passing 4.75 mm and larger sieves	Target +/- 7%	Target +/- 7%
Percent Passing 2.36 mm to 1.18 mm sieves	Target +/- 4%	Target +/- 5%
Percent Passing 0.60 mm sieve	Target +/- 3%	Target +/- 4%
Percent Passing 0.30 mm to 0.075 mm sieve	Target +/- 2%	Target +/- 2%
PGAB Content	Target +/- 0.4%	Target +/- 0.4%
Voids at N_{design}	4.0% +/- 1.5%	N/A
Fines to Effective Binder	0.9 +/- 0.3	N/A
VMA at N_{design}	LSL from Table 1	N/A
VFB	Table 1 plus a 4% production tolerance for USL	N/A
% TMD (In-place Density)	94.5% +/- 2.5%	94.5% +/- 2.5%

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

TABLE 11: CEASE PRODUCTION – METHOD A & C

Property	Percent Within Limits (PWL)	
	Method A	Method C
Percent Passing NMAS sieve*	<60 PWL	<60 PWL
Percent Passing 2.36 mm sieve*		
Percent Passing 0.30 mm sieve*		
Percent Passing 0.075 mm sieve*		
PGAB Content		N/A
Voids at N_{design}		
Fines to Effective Binder*		
VMA at N_{design}		
VFB		
% TMD (In-place Density)		<60 PWL

*Paving operations shall not be required to cease if the mean test value is equal to the LSL or USL and $s = 0$.

In cases where the Contractor is to cease paving operations based upon an Acceptance result or payfactor, the Contractor will submit a corrective action plan to the Department. The Department will only allow the continuation of paving operations when it is satisfied the corrective action will result in an improvement in results. The Department may require the submittal of a passing verification sample to allow further production.

401.201 Pay Adjustment - Method A & C The Department will use the following criteria for pay adjustment at the completion of the Lot using the pay adjustment factors under Section 106.7 - Quality Level Analysis:

Density Upon conclusion of each lot, density results shall be examined for statistical outliers as stated in Section 106.7.2. If the pay factor for Density falls below 0.80, all of the cores will be randomly re-cut by Sublot. A new pay factor will be calculated that combines all initial and retest results. If the resulting pay factor is below 0.80, the entire Lot shall be removed and replaced with material meeting the specifications at no additional cost to the Department, except that the Department may, when it appears that there is a distinct pattern of defective material, isolate any defective material by investigating each mix sample sublot and require removal of defective mix sample sublots only, leaving any acceptable material in place if it is found to be free of defective material. Pay factors equal to or greater than the reject level will be paid accordingly.

Mix Properties The Department will determine a pay factor (PF) using the applicable Acceptance Limits. If all three pay factors for PGAB Content, VMA at N_{design} , and Voids at N_{design} fall below 0.80 for Method A, then the composite pay factor for PGAB Content, VMA at N_{design} , and Voids at N_{design} shall be 0.50.

The following variables will be used for pay adjustment:

PA = Pay Adjustment
 Q = Quantity represented by PF in ton
 P = Contract price per ton
 PF = Pay Factor

The Department will determine a pay adjustment using Table 12: Pay Adjustment Calculations as follows:

TABLE 12: PAY ADJUSTMENT CALCULATIONS – METHOD A & C

Acceptance Method	Mix Properties / Gradation	Density
Method A	$PA = (\text{Voids @ } N_d \text{ PF} - 1.0)(Q)(P) \times 0.20 + (\text{VMA @ } N_d - 1.0)(Q)(P) \times 0.20 + (\text{PGAB Content PF} - 1.0)(Q)(P) \times 0.10$	$PA = (\text{density PF} - 1.0)(Q)(P) \times 0.50$
Method C	$PA = (\% \text{ Passing Nom. Max PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 2.36 mm PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 0.30 mm PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 0.075 mm PF} - 1.0)(Q)(P) \times 0.10 + (\text{PGAB Content PF} - 1.0)(Q)(P) \times 0.25$	$PA = (\text{density PF} - 1.0)(Q)(P) \times 0.50$

In addition, for 9.5 mm NMAS mixtures the following pay adjustment shall also apply:

The average percent passing for the 0.075 mm sieve shall be evaluated for each Lot. If the average is greater than 6.5%, a pay adjustment according to Table 13 below shall apply in addition to the other pay adjustments for the given method of testing.

TABLE 13: 0.075 MM SIEVE PAY ADJUSTMENT

Average Percent Passing 0.075 mm Sieve	Pay Adjustment
6.6% - 7.0%	-5%
> 7.0%	-10%

The Department shall notify the Contractor whenever the average of at least three samples in a given Lot is greater than 6.5%.

401.21 Acceptance Method B & D Unless otherwise stated in the 403 special provision, the Lot shall be the entire mix quantity per item per contract. The Department will sample once per subplot per pay item on a statistically random basis, test, and evaluate in accordance with the Acceptance Properties in Table 14. The Department will obtain samples of Hot Mix Asphalt Pavement in conformance with AASHTO R 97, Sampling Asphalt Mixtures, and the MaineDOT Policies and Procedures for HMA Sampling and Testing. The Contractor shall transport the samples in containers provided by the Department to the designated MaineDOT Laboratory within 48 hours except when otherwise noted in the project specific QCP or as directed by the Resident. Failure to deliver an acceptance sample to the designated acceptance laboratory will be considered the second incident under 106.4.6–QCP Non-Compliance. Target values shall be as specified in the JMF. The Department will withhold reporting of the test results for the Acceptance sample until 7:00 AM, on the second working day of receipt of the sample, or after receipt of the Contractors results of the Acceptance sample split.

TABLE 14: ACCEPTANCE PROPERTIES – METHOD B & D

Properties	Point of Sampling		Test Method
	Method B	Method D	
Gradation	Paver Hopper	Paver Hopper or Truck	AASHTO T 30
PGAB Content	Paver Hopper	Paver Hopper or Truck	AASHTO T 308
% TMD (In-Place Density)	Mat behind all Rollers	Mat behind all Rollers	AASHTO T 269
Voids at N_{design}	Paver Hopper	N/A	AASHTO T 312
VMA at N_{design}	Paver Hopper	N/A	AASHTO T 312
Fines to Effective Binder	Paver Hopper	N/A	AASHTO T 312
VFB	Paver Hopper	N/A	AASHTO T 312

TABLE 15: LOT AND SUBLOT SIZES – METHOD B & D

Lot Size*	Entire mix quantity per item per contract	
Maximum Sublot Size – Mix	(Lot size $\leq$ 1000 tons)	(Lot size > 1000 tons)
	250 ton	750 ton
Sublot Size – Density	125 ton (Max 5 Sublots)	250 ton

*General – Lot and Sublot size may be adjusted to accommodate the work scope and schedule, or as otherwise agreed upon at the Prepave Meeting

TABLE 16: ACCEPTANCE LIMITS – METHOD B & D

Property	USL and LSL	
	Method B	Method D
Percent Passing 4.75 mm and larger	Target +/- 7%	Target +/- 7%
Percent Passing 2.36 mm sieve	Target +/- 5%	Target +/- 7%
Percent Passing 1.18 mm sieve	Target +/- 5%	Target +/- 5%
Percent Passing 0.60 mm sieve	Target +/- 4%	Target +/- 4%
Percent Passing 0.30 mm sieve	Target +/- 3%	Target +/- 3%
Percent Passing 0.075 mm sieve	Target +/- 3%	Target +/- 3%
PGAB Content	Target +/- 0.5%	Target +/- 0.5%
Voids at N_{design}	4.0% +/- 2.0%	N/A
Fines to Effective Binder	0.9 +/- 0.3	N/A
VMA at N_{design}	LSL from Table 1	N/A
VFB	Table 1 plus a 4% production tolerance for USL	N/A
% TMD (In-place Density)	94.5% +/- 2.5%	LSL of 92.0%

The Contractor shall cease paving operations whenever two consecutive Method B or D tests fall outside specification limits on the same property. The Contractor will submit a corrective action plan to the Department. The Department will only allow the continuation of paving operations when it is satisfied the corrective action will result in an improvement in results. The Department may require the submittal of a passing verification sample to allow further production.

401.211 Pay Adjustment - Method B & D For items accepted under Method B or D, if the mix is within the tolerances listed in Table 16, the Department will pay the contract unit price, otherwise pay adjustments as shown in Table 17 shall be applied to the quantity of mix represented by the test. The Contractor shall cut one 6 in core per subplot unless otherwise noted in Section 403 - Hot Mix Asphalt Pavement. If the density result is not within the specified limits the disincentive shall apply. If the subplot density is less than 88.5 percent or greater than 99.0 percent of the subplot TMD, two additional cores shall be cut at random locations determined by the Department. If either of the additional cores has a density less than 88.5 percent or greater than 99.0 percent of the subplot TMD, the subplot shall be removed and replaced at no cost to the Department; otherwise, the average of the three cores will be used to determine the subplot pay adjustment.

TABLE 17: PAY ADJUSTMENTS – METHOD B & D

Property	Method B		Method D	
Percent Passing 2.36 mm sieve	N/A		-2.0%	
Percent Passing 0.30 mm sieve	N/A		-1.0%	
Percent Passing 0.075 mm sieve	-2.0%		-2.0%	
PGAB Content	-5.0%		-5.0%	
Voids at N_{design}	-3.0%		N/A	
% TMD (In-place Density)	91.5% - 91.9% or 97.1% - 97.5%	-5.0%	91.5% - 91.9%	-5.0%
	90.5% - 91.4% or 97.6% - 98.5%	-10.0%	90.5% - 91.4%	-10.0%
	89.5% - 90.4% or 98.6% - 99.0%	-20.0%	89.5% - 90.4%	-20.0%
	88.5% - 89.4%	-30.0%	88.5% - 89.4%	-30.0%
	<88.5% or >99.0%	Reject	<88.5% or >99.0%	Reject

401.30 Method of Measurement The Department will measure Hot Mix Asphalt Pavement by the ton in accordance with Section 108.1 - Measurement of Quantities for Payment.

401.40 Basis of Payment The Department will pay for the work, in place and accepted, in accordance with the applicable sections of this Section, for each type of HMA specified.

The Department will pay for the work specified in Section 401.12, for the HMA used, except that cleaning objectionable material from the pavement and furnishing and applying bituminous material to joints and contact surfaces is incidental. Payment for this work under the appropriate pay items shall be full compensation for all labor, equipment, materials, and incidentals necessary to meet all related contract requirements, including design of the JMF, implementation of the QCP, obtaining core samples, transporting cores and samples, filling core holes, applying emulsified asphalt to joints, and providing testing facilities and equipment. The Department will make a pay adjustment for quality as specified in Section 401.20 Acceptance Method A & B or 401.21 Acceptance Method C & D.

401.50 Process for Dispute Resolution At the time of Hot-Mix Asphalt sampling, the Department will obtain a split sample of each Acceptance test random sample for possible dispute resolution testing. The Contractor shall also obtain a split sample of the HMA at this same time. If the

Contractor wishes to retain the option of requesting dispute testing of the initial Acceptance sample, the Contractor will test their split of the Acceptance sample in accordance with applicable AASHTO procedure and accepted supplemental practice as described in the Department's HMA Sampling and Testing Policies and Procedures manual. The Contractor shall report their results to the Resident, with a copy to Contractor.mainedot@maine.gov by 7:00 AM, on the second working day from time of QA sampling, otherwise dispute resolution will not be initiated. The Department's dispute resolution split sample will be properly labeled and stored for a period of at least two weeks after it has been reported, or until the sample is tested. The properties eligible for dispute and the respective variances are shown in Table 18.

The Contractor may dispute the Department's Acceptance results and request that the dispute resolution split sample be tested by notifying the Department's Resident and QA Engineer in writing within two working days after the results of the Acceptance test are reported. The following shall be provided in the request:

- Acceptance sample reference number
- The specific test result(s) or property(ies) being disputed, and
- The complete, signed report of the Contractor's testing (In a lab certified by the NETTCP and MaineDOT) of their split of the Acceptance sample indicating that the variances in Table 18 for the specific test result(s) or property(ies) were exceeded.

TABLE 18: DISPUTE RESOLUTION VARIANCE LIMITS

Property	Method A & B	Method C & D*	Variance Limits
PGAB Content	Yes	Yes	+/- 0.4%
G_{mb}	Yes	No	+/- 0.030
G_{mm}	Yes	No	+/- 0.020
Voids at N_{design}	Only if G_{mb} or G_{mm} is not disputable	No	+/- 0.8%
VMA at N_{design}	Only if G_{mb} or G_{mm} is not disputable	No	+/- 0.8%
Percent Passing 4.75 mm and larger sieves	No	Yes	+/- 4.0%
Percent Passing 2.36 mm to 0.60 mm sieves	No	Yes	+/- 3.0%
Percent Passing 0.30 mm to 0.15 mm sieves	No	Yes	+/- 2.0 %
0.075 mm sieve	Only for 9.5 mm NMA mixtures	Yes	+/- 0.8%

*Disputes will not be allowed on Item 403.209

The value of any disputed result or property reported for the initial Acceptance sample shall stand if the value reported for the dispute resolution sample is not closer to the value the Contractor reported for their split sample than to the value reported for the initial Acceptance sample. If the value reported for the dispute resolution falls precisely half-way between the other two values the value reported for the dispute resolution will replace the original acceptance value. Otherwise, the value reported for the dispute resolution sample will replace the value reported for the initial Acceptance sample and will be used to re-calculate any other affected results or properties.

SECTION 402 - PAVEMENT SMOOTHNESS

402.00 Smoothness Projects Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Hot Mix Asphalt Pavement.

402.01 Pavement Smoothness The final pavement surface shall be evaluated for smoothness using a Class I or Class II profiler as defined by ASTM E950 (94). Smoothness measurements will be expressed in terms of the International Roughness Index (IRI) as defined by the World Bank, in units of inches/mile.

402.02 Lot Size Lot size for smoothness will be 3000 lane-feet. A subplot will consist of 50 lane-feet. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If equal to or greater than one-half the normal lot size, it will be tested as a separate lot.

402.03 Acceptance Testing The Department will conduct Acceptance testing following completion of the surface course. Sections to be excluded from testing include the following:

- Bridge decks and joints (no smoothness measurements will be taken within 100 ft of bridge joints)
- Acceleration and deceleration lanes
- Shoulders and ramps
- Side streets and roads
- Within 100 ft of transverse joints at the beginning and end of the project
- Within 100 ft of railroad crossings
- Urban areas with speed limits of 30 mph or lower

Each lot shall have 2 measurements made in each wheel path. The average of the 4 measurements will determine the smoothness for that lot. The smoothness measurements will be statistically evaluated for pay factors as described in Subsection 106.7 - Quality Level Analysis, using the specification limits shown below.

TABLE 1: ACCEPTANCE LIMITS

Level	USL
I	55 in/mile
II	65 in/mile
III	75 in/mile

Computation of Smoothness Pay Adjustment:

$$PA = (PF-1.0)(Q)(P)$$

where:

Q = Quantity of surface course in the Lot (excluding shoulders, side streets, bridge decks, ramps, acceleration and deceleration lanes)

PF = smoothness pay factor for the Lot

P = Contract unit price for surface pavement

PA = pay adjustment

402.04 Unacceptable Work In the event that any Lot is found to have a pay factor less than 0.80, the Contractor shall take whatever remedial action is required to correct the pavement surface in that Lot at no additional expense to the Department. Such remedial action may include but is not limited to removal and replacement of the unacceptable pavement. In the event remedial action is necessary, the Contractor shall submit a written plan to the Resident outlining the scope of the remedial work. The Resident must approve this plan before the remedial work can begin. Following remedial work, the Lot shall be retested, and will be subject to the specification limits listed above. The resulting pay factor, if within the acceptable range, will be used in the final pay adjustment. The Contractor shall pay the cost of retesting the pavement following corrective action.

Localized surface tolerance defects will be subject to the provisions outlined in Section 401.11 Surface Tolerances.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
402.10 Incentive/Disincentive - Pavement Smoothness	Lump Sum

SECTION 403 - HOT MIX ASPHALT PAVEMENT

403.01 Description This work shall consist of constructing one or more courses of Hot Mix Asphalt pavement on an approved base in accordance with these specifications, and in reasonably close conformity with the lines, grades, thickness and typical cross sections shown on the plans or established. The HMA pavement shall be composed of a mixture of aggregate, filler if required, and asphalt material.

403.02 General The materials and their use shall conform to the requirements of Section 401 - Hot Mix Asphalt Pavement.

403.03 Construction The construction requirements shall be as specified in Section 401 - Hot Mix Asphalt Pavement.

403.04 Method of Measurement Hot mix asphalt pavement will be measured as specified in Section 401.21- Method of Measurement.

403.05 Basis of Payment The accepted quantities of hot mix asphalt pavement will be paid for at the contract unit price per ton for the mixtures, including hot mix asphalt material complete in place. Method A, Method B, Method C and Method D shall be used for acceptance as specified in Section 401 - Hot Mix Asphalt Pavements. (See Complementary Notes, Section 403 - Hot Mix Asphalt Pavement, for Method location).

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
403.102 Hot Mix Asphalt Pavement for Special Areas	Ton
403.206 Hot Mix Asphalt, 25 mm Nominal Maximum Size	Ton
403.207 Hot Mix Asphalt, 19.0 mm Nominal Maximum Size	Ton
403.2071 Hot Mix Asphalt, 19.0 mm Nominal Maximum Size (Polymer Modified)	Ton
403.2072 Asphalt Rich Hot Mix Asphalt, 19.0 mm Nominal Maximum Size (Asphalt Rich Base and Intermediate course)	Ton
403.208 Hot Mix Asphalt, 12.5 mm Nominal Maximum Size	Ton
403.2081 Hot Mix Asphalt - 12.5 mm Nominal Maximum Size (Polymer Modified)	Ton
403.209 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Sidewalks, Drives, Islands & Incidentals)	Ton
403.210 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size	Ton
403.2101 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Polymer Modified)	Ton
403.2104 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Thin Lift Surface Treatment)	Ton
403.211 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Shimming)	Ton
403.2111 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Shimming, Polymer Modified))	Ton
403.212 Hot Mix Asphalt, 4.75 mm Nominal Maximum Size	Ton
403.213 Hot Mix Asphalt, 12.5 mm Nominal Maximum Size (Base and Intermediate Base course)	Ton
403.2131 Hot Mix Asphalt, 12.5 mm Nominal Maximum Size (Base and Intermediate Base course, Polymer Modified)	Ton
403.2132 Asphalt Rich Hot Mix Asphalt, 12.5 mm Nominal Maximum Size (Base and Intermediate Base course)	Ton
403.214 Hot Mix Asphalt, 4.75 Nominal Maximum Size (5/8" Surface Treatment)	Ton

SPECIAL PROVISION

SECTION 403

HOT MIX ASPHALT PAVEMENT

Desc. Of Course	Grad Design.	Item Number	Total Thick	No. Of Layers	Comp. Notes
<u>3" – Bridge Decks</u>					
Wearing	12.5 mm	403.2081	1½"	1	2,4,10,21,30,42
Base	12.5 mm	403.2131	1½"	1	2,4,10,21,30,42
<u>6" – Bucknam Rd. & I-295 Ramps Travel Way & Shoulders - Full Depth</u>					
Wearing	12.5 mm	403.2081	1½"	1	2,4,10,42
Base	12.5 mm	403.2131	1½"	1	2,4,10,42
Base	12.5 mm	403.213	3"	1	4,10
<u>3" – Bucknam Rd. & I-295 Ramps Widening & Guardrail Flareouts</u>					
Wearing	12.5 mm	403.2081	1½"	1	2,4,10
Base	12.5 mm	403.2131	1½"	1	2,4,10
<u>3" – Bucknam Rd. & I-295 Ramps Travel Way & Shoulders - Mill & Overlay</u>					
Wearing	12.5 mm	403.2081	1½"	1	2,4,10,42
Base	12.5 mm	403.2131	1½"	1	2,4,10,42
<u>3" – Commercial Entrances</u>					
Wearing	12.5 mm	403.2081	1½"	1	2,4,10,30
Base	12.5 mm	403.2131	1½"	1	2,4,10,30
<u>2" – Sidewalks, Islands and Incidentals</u>					
Wearing	9.5 mm	403.209	2"	2/more	3,20,30

COMPLEMENTARY NOTES

2. The required PGAB shall be a storage-stable, homogeneous, polymer modified asphalt binder that meets **PG 64E-28** grading requirements in AASHTO M 332. All polymer modified asphalt grades utilized on the Project shall be treated with an approved liquid anti-strip. PG binders shall be treated either at the asphalt source terminal with the required dose rate on the delivery documentation, or at the hot mix asphalt plant utilizing a system integrated with the plants controls that will introduce a minimum 0.50 percent anti-strip by weight of asphalt binder used unless a rate is otherwise recommended by the anti-strip manufacturer. The PGAB and anti-strip blend shall meet the **PG 64E-28** requirements. The Contractor shall provide supporting test data showing the PGAB and anti-strip blend meet the required criteria.
3. The design traffic level for mix placed shall be <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **65 gyrations**.
4. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS for mix placed under this contract. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **65 gyrations**.
10. Section 106.6 Acceptance, (2) **Method D** as specified Section 401.21 - Quality Assurance Methods C and D.

20. The combined aggregate gradation required for this item shall be classified as a 9.5mm Thin Lift Mixture (TLM) mixture, using the Aggregate Gradation Control Points as defined in 703.09.
21. The combined aggregate gradation required for this item shall be classified as a 12.5mm “**fine graded**” mixture, (using the Primary Control Sieve control point) as defined in 703.09.
30. The incentive/disincentive provisions for density shall not apply. Rollers shall meet the requirements of this special provision. The use of an oscillating steel roller shall be required to compact all mixtures pavements placed on bridge decks.
42. The Contractor shall plan its construction sequencing so that no longitudinal joints fall within the mainline travelway lanes (excluding center turn lanes)

Tack Coat

A tack coat of emulsified asphalt, RS-1, RS-1h, CRS-1 or CRS-1h, Item 409.15 shall be applied to any existing pavement at a rate of approximately 0.030 gal/yd², and on milled pavement approximately 0.05 gal/yd² prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim /base courses and surface course as well as to any bridge membrane prior to the placement of HMA layers at a rate not to exceed 0.030 gal/yd². Tack used will be **paid for at the contract unit price** for Item 409.15 Bituminous Tack Coat.

SPECIAL PROVISION

SECTION 403

HOT MIX ASPHALT PAVEMENT

Desc. Of Course	Grad Design.	Item Number	Total Thick	No. Of Layers	Comp. Notes
<u>4" – Johnson Rd. Travel Way, Shoulders, Widening & Guardrail Flareouts - Full Depth Construction</u>					
Wearing	12.5 mm	403.2081	1½"	1	2,4,10
Base	12.5 mm	403.2131	2½"	1	2,4,10
<u>1½" – Johnson Rd. Travel Way & Shoulders - Mill & Overlay</u>					
Wearing	12.5 mm	403.2081	1½"	1	2,4,10
Base	12.5 mm	403.2131	1½"	1	2,4,10
<u>2" – Sidewalks, Drives, and Incidentals</u>					
Wearing	9.5 mm	403.209	2"	2/more	3,20,30

COMPLEMENTARY NOTES

2. The required PGAB shall be a storage-stable, homogeneous, polymer modified asphalt binder that meets **PG 64E-28** grading requirements in AASHTO M 332. All polymer modified asphalt grades utilized on the Project shall be treated with an approved liquid anti-strip. PG binders shall be treated either at the asphalt source terminal with the required dose rate on the delivery documentation, or at the hot mix asphalt plant utilizing a system integrated with the plants controls that will introduce a minimum 0.50 percent anti-strip by weight of asphalt binder used unless a rate is otherwise recommended by the anti-strip manufacturer. The PGAB and anti-strip blend shall meet the **PG 64E-28** requirements. The Contractor shall provide supporting test data showing the PGAB and anti-strip blend meet the required criteria.
3. The design traffic level for mix placed shall be <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **65 gyrations**.
4. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS for mix placed under this contract. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **65 gyrations**.
10. Section 106.6 Acceptance, (2) **Method D** as specified Section 401.21 - Quality Assurance Methods C and D.
20. The combined aggregate gradation required for this item shall be classified as a 9.5mm Thin Lift Mixture (TLM) mixture, using the Aggregate Gradation Control Points as defined in 703.09.
30. The incentive/disincentive provisions for density shall not apply. Rollers shall meet the requirements of this special provision. The use of an oscillating steel roller shall be required to compact all mixtures pavements placed on bridge decks.

Tack Coat

A tack coat of emulsified asphalt, RS-1, RS-1h, CRS-1 or CRS-1h, Item 409.15 shall be applied to any existing pavement at a rate of approximately 0.030 gal/yd², and on milled pavement approximately 0.05 gal/yd² prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim /base courses and surface course as well as to any bridge membrane prior to the placement of HMA layers at a rate not to exceed 0.030 gal/yd². Tack used will be **paid for at the contract unit price** for Item 409.15 Bituminous Tack Coat.

SPECIAL PROVISION
SECTION 461
LIGHT CAPITAL PAVEMENT
(Temporary Pavement)

461.1 Description:

This work shall consist of furnishing all labor, materials and equipment, for the manufacturing, installation and removal of all Temporary Pavement in accordance with these specifications, Special Provision 403 Hot Mix Asphalt, and the Plans. Temporary pavement shall meet all mix design requirements of a 12.5 mm surface mix for the top 1½ inches and a 12.5 mm base mix for the remaining 2 ½ inches.

461. 2 Method of Measurement:

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

461.3 Basis of Payment:

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

Payment will be made under:

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

SPECIAL PROVISION
SECTION 501
FOUNDATION PILES
(Dynamic Loading Test)

Description. This work shall consist of driving foundation piles in accordance with Section 501 of the Standard Specifications, except as amended herein.

Under Section 501.046 Driven Pile Resistance, Pile Testing, and Acceptance, replace the subsection labeled Dynamic Pile Tests, with the following:

Dynamic Pile Testing: This work shall consist of coordinating for dynamic pile load testing, furnishing equipment and personnel to drive piles for testing, and providing access to foundation piles for Agents of the Department to perform dynamic pile load tests. Included with this work is Contractor stand-by-time to allow for dynamic pile load testing. Dynamic pile load tests shall be performed on foundation piles noted on the plans, and as directed by the Engineer.

The Contractor will provide the proposed dynamic pile testing schedule to the Resident a minimum of 48 hours before the start of testing. In the event that the Contractor is not able to perform the dynamic testing according to schedule, the cost of the Department's testing Agent shall be paid by the Contractor.

Drilling, Tapping, and Attaching/Removing Instruments: The Contractor shall provide the Department's Agents reasonable means of access to the piles for drilling and tapping purposes. Preference shall be given to drilling and tapping piles on the ground. For drilling and tapping of H-pile on the ground the Department's Agent will need up to 30 minutes per pile to be tested. The Contractor shall assist the Department's Agent by moving pile as necessary to complete drilling and tapping.

If the Contractor elects to place the pile in the leads prior to drilling and tapping, the Department's Agent will need up to one hour per H-pile for drilling and tapping per pile to be tested. The Contractor shall provide reasonable means of access to the piles in the leads for drilling and tapping, as required.

At the Contractor's option, the piles may be drilled and tapped by the Contractor. The drilling and tapping layout for H-piles are shown on Figure 1 of this Section. If the Contractor elects to drill and tap the piles, the holes shall be center-punched prior to drilling. Care shall be taken to prevent over-drilling and rounding of drill-holes. Prior to instrument attachment, the Department's Agent will inspect the drilled and tapped holes for conformance. If determined necessary by the Department's Agent, the holes will be redrilled and tapped by the Department's Agent. No additional time, or compensation, will be allowed for redrilling and tapping of holes done by the Contractor

The Contractor shall provide reasonable means of access to the piles in the leads for attaching and removing instruments to the piles. It is estimated that the Department's Agents will need up to one hour per pile to attach instruments. The Department's Agent will need up to 30 minutes per pile to remove instruments.

General Accommodations: The Contractor shall provide access to electric power for the dynamic test equipment. The power supply at the outlet shall be 10 amp, 115 volt, 55-60 cycle, AC only.

The Contractor shall provide a location that has a line-of-sight to the test piles and is within 75 feet of the piles to be tested, where the Department's Agents can park a wheeled, passenger vehicle (either van or car), from where dynamic pile testing measurements can be processed and analyzed.

The Contractor shall provide access to and a location within 10 feet of the test pile where a representative of the Department can stand and maintain a field driving log for all test piles.

Testing: With the dynamic testing equipment attached, the Contractor shall drive the pile to the minimum tip elevation, or to the required capacity, as shown on the plans. The stresses in the piles will be monitored during driving with the dynamic test equipment to ensure that the driving stresses do not exceed the allowable stress shown on the plans. If necessary, the Contractor shall reduce the driving energy transmitted to the pile by using additional cushions or reducing the energy output of the hammer in order to maintain stresses below the allowable driving stresses shown on the plans. If non-axial driving is indicated by the dynamic test measurements, the Contractor shall immediately realign the driving system.

When directed by the Resident, the Contractor shall wait up to 24 hours and, after instruments are reattached, retap (redrive) load test piles. A cold hammer shall not be used for the redrive. The hammer shall be warmed-up before redrive begins by applying at least 20 blows to another pile. The maximum amount of penetration required during redrive shall be 6 in., or the maximum total number of hammer blows will be 50, whichever occurs first. After retapping, the Resident will either provide the cutoff elevation or specify additional pile penetration and testing. The time for the Department's Agent to attach and remove instruments for retapping shall be as specified herein. The general accommodations provided by the Contractor to perform retap testing shall be as specified herein.

Equipment Damage: The Contractor shall take measures to not damage dynamic pile load testing equipment. Any equipment of the Department's Agents damaged due to Contractor operations, as determined by the Resident, shall be replaced at no additional cost to the Contract. The compensation due the Department's Agents for equipment damaged by Contractor operations shall be as follows:

Main Cable	\$495.00
Pigtail Cable	\$540.00
Force Transducer	\$670.00
Piezoresistive Accelerometer	\$1225.00

Piezoelectric Accelerometer	\$925.00
Accelerometer Cable	\$350.00

Driving Equipment Malfunction. If pile driving equipment is underperforming as required by the rated energy in the Wave Equation rated energy or not functioning correctly, and a relevant dynamic pile test cannot be completed, then the Contractor will compensate the Department's Agent for travel, unsuccessful field testing and overnight stay (if required) according to the schedule below:

Travel	\$ 600.00 /trip
Field Testing	\$1,350.00 /day
Overnight Stay	\$ 275.00 /day

Pile Acceptance: Acceptance of foundation piles shall be based on the results of the dynamic testing completed by the Department's Agents. Within 24 hours of the completion of testing, the Resident will provide the Contractor a determination of whether the dynamic load test results is acceptable.

501.11 Method of Measurement. The method of measurement for Dynamic Loading Tests, as described herein, shall be as described in Section 501.05g, of the Standard Specifications.

501.12 Basis of Payment. Payment for Providing for Dynamic Loading Tests, as described herein, shall include coordinating for dynamic pile load testing, moving piles on the ground and providing access to drill and tap piles, drilling and tapping piles (at the Contractor's option), providing access to electric power, providing a location to monitor foundation piles during driving, providing access to foundation piles to attach/remove instruments, furnishing equipment and personnel to drive piles for testing, Contractor time to drive test piles, Contractor time to allow replacement of dynamic testing equipment damaged by the Contractor (as determined by the Resident), and Contractor stand-by-time.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
501.239 Dynamic Loading Tests –Providing For	Each

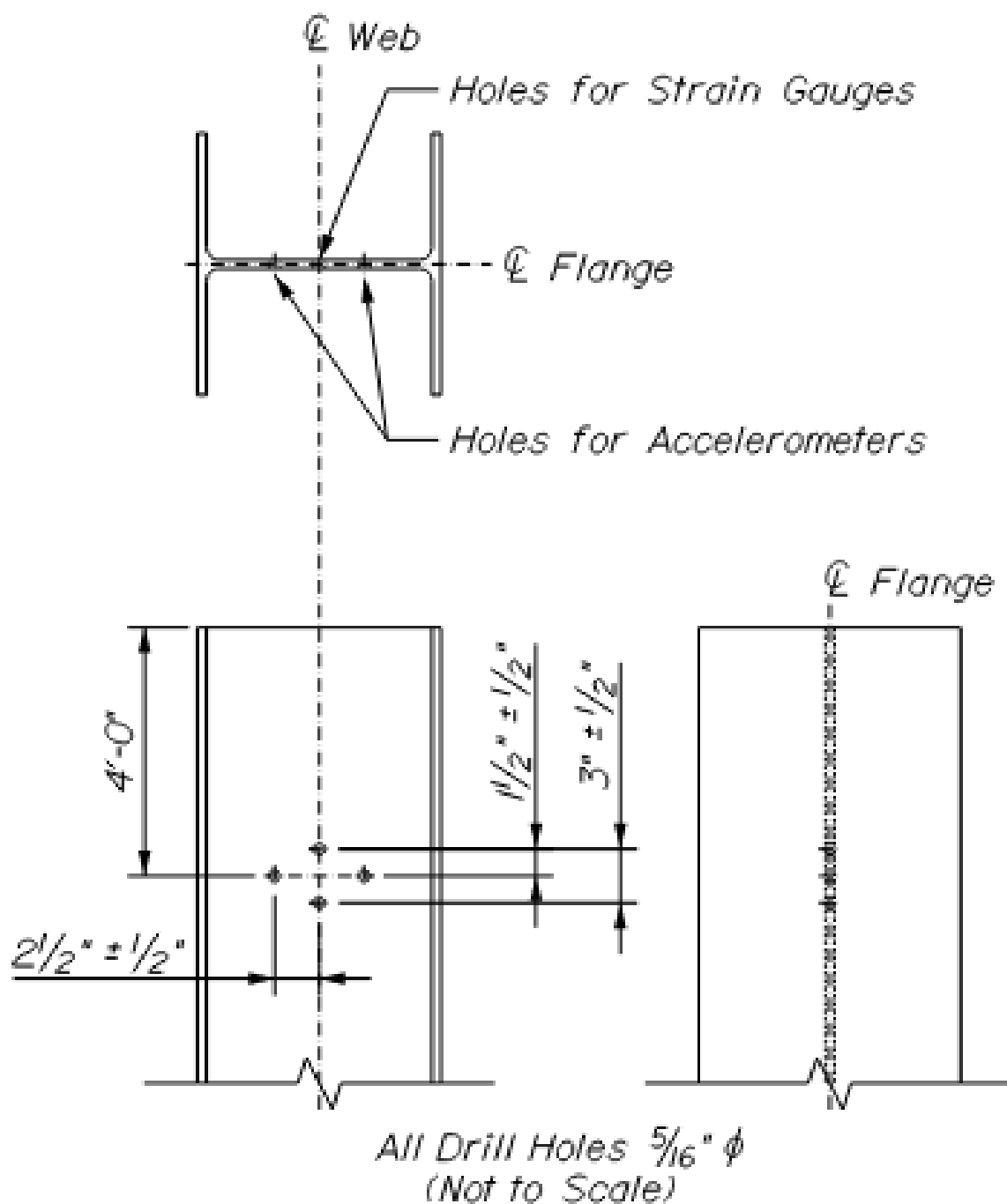


Figure 1. Drill-Hole Layout for H-Piles

SPECIAL PROVISION
SECTION 501
SLOPE STABILIZATION STEEL SHEET PILING

Description. This work shall consist of furnishing and driving steel sheet pile for enhancement of embankment slope stability with a minimum section modulus and length specified on the Plans and/or as specified within this Special Provision. Sheet piles shall conform to and be installed, as detailed in these specifications, in reasonably close conformity to the lines, grades, and locations shown on the plans or as authorized by the Resident.

501.02 Submittals.

- A. Materials: Include details of sheet pile section, method of installation, positioning of crane during installation, and type and size of pile hammer. Include details and dimensions of templates and other temporary guide structures for installing the piling. Provide details of the method of handling sheet piling to prevent permanent deflection, distortion or damage to interlocks.
- B. Records: Pile driving records indicating advancement date and depth and general rate of advancement with depth.
- C. Certificates: Material certificates including chemical and physical test results.

501.03 General.

- A. Sheet piles shall be provided in the full length specified in the Plans; splicing is not permitted.
- B. During installation, the crane shall not be positioned over the Portland Water District right-of-way indicated on the Plans. Coordination shall also be described regarding proximity of existing overhead utilities. The submittal shall include a drawing showing the feasibility of access and rig positioning to avoid work over the right-of-way and near overhead utilities.
- C. The top of the sheet piles shall be embedded below grade as shown in the Plans. Sheet pile installation shall be conducted to leave the sheet piles at a suitable elevation to achieve the embedment, unless approved otherwise by the Resident.
- D. The alignment shown on the Plans should be considered approximate. The Resident shall determine the final alignment based on the site topography, which may vary by a few feet from the alignment shown on the Plans.

501.04 Method of Measurement. Steel sheet piling will be measured by the total alignment length and sheetpile length completed in place to the limits shown on the Plans.

501.05 Basis of Payment. The accepted quantity of steel sheet piling will be paid for at the contract lump sum amount, furnished, and complete in place. The price shall be full compensation for furnishing including transporting, storing, handling, placing or erecting the material specified

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including installing sheet piles and all related hardware, installation and removal of any temporary bracing, installation and removal of pile driving template, removal and disposal of any obstructions and excavation to allow burial below existing grade as shown on the Plans.

Payment will be made under:

Pay Item

501.301 Steel Sheet Piling

Pay Unit

LS

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Fiber Reinforced Polymer Bridge Drains)

Description

This work shall consist of design, fabrication and delivery of bridge drains using FRP (Fiber Reinforced Polymer) composite materials in accordance with the plans and this specification.

Specifications

Work shall be done in general accordance with the following specifications:

- a. AASHTO LRFD Guide Specifications for Design of Concrete-Filled FRP Tubes for Flexural and Axial Members, 2012.
- b. American Composites Manufacturing Association, ACMA Code of Standard Practice, First Edition, 2011.
- c. ISO/IEC Guide 58, Calibration and Testing Laboratory Accreditation Systems - General Requirements for Operation and Recognition.
- d. ISO/IEC 17025 General Requirements for the Competence of testing and Calibration Laboratories.
- e. MaineDOT Standard Specifications.

2.3 Standards

- A.) ASTM D 2584. *Standard Test Method for Ignition Loss of Cured Reinforced Resins*. American Society for Testing and Materials, West Conshohocken, PA.
- B.) ASTM D 3039. *Standard Test Method for Tensile Properties of Polymer Matrix Composite Materials*. American Society for Testing and Materials, West Conshohocken, PA.
- C.) ASTM D 3171. *Standard Test Methods for Constituent Content of Composite Materials*. American Society for Testing and Materials, West Conshohocken, PA.
- D.) ASTM D 4385. *Standard Practice for Classifying Visual Defects in Thermosetting Reinforced Plastic Pultruded Products*. American Society for Testing and Materials, West Conshohocken, PA.
- E.) ASTM D 570. *Test Method for Water Absorption of Plastics*. American Society for Testing and Materials, West Conshohocken, PA.
- F.) ASTM E 1356. *Standard Test Method for Assignment of the Glass Transition Temperatures by Differential Scanning Calorimetry*. American Society for Testing and Materials, West Conshohocken, PA.

- G.) ASTM E 1640. *Standard Test Method for Assignment of the Glass Transition Temperature by Dynamic Mechanical Analysis*. American Society for Testing and Materials, West Conshohocken, PA.
- H.) ASTM C 582. *Standard Specification for Contact-Mold Reinforced Thermosetting Plastic (RTP) Laminates for Corrosion-Resistant Equipment*. American Society for Testing and Materials, West Conshohocken, PA.

Material

Materials shall conform to the following requirements:

1. FRP composite drain and pipe material shall meet the requirements of Appendix A.
2. All material and workmanship will meet or exceed the requirements of the ASTM Specifications above.
3. Drain support assembly shall meet the material and protective coating requirements specified in the Standard Details.

Construction Requirements

FRP DRAIN MANUFACTURERS

The FRP bridge drains shall be supplied by one of the following companies:

1. Kenway Corporation
2. FRP Bridge Drain Pipe-Westfall Company
3. ACO USA

The above suppliers have been pre-certified by providing materials samples that have been tested in accordance with Appendix A. Other suppliers/manufacturers may become certified if FRP bridge drain samples are tested in accordance with the requirements in Appendix A along with meeting the following requirements.

All manufactures or fabricators of FRP bridge drain systems/components are required to have a minimum of 3 years of experience in providing FRP composite structural grade products to the general market. Manufacturers need to provide documentation that personnel involved in manufacture/fabrication hold and maintain American Composites Manufactures Association (ACMA) certifications in a minimum of one of the following disciplines; 1) Open Molding, 2) Corrosion, 3) Vacuum Infusion, 4) Closed Molding and that the Manufacturer/Fabricator have an

ISO 9001:(current year) or other independent certification to ensure that the Manufacturer's process has been independently audited for conformance.

Design Guide for FRP Composite Scupper Bodies/Drain Inlets

General

The bridge shall use a drain size specified on the plans. See Appendix B for additional details. The bottom of the downspout shall extend a minimum of 12 inches below the bottom of the beams. For bridge decks with an integral concrete wearing surface, the drain pan depth shall be reduced to provide adequate concrete cover.

Deck/interface drain holes.

For bridge decks with pavement and waterproofing membrane, drain holes are required on both sides of the scupper to capture moisture at the interface between the top of the deck and bottom of the asphalt pavement. Three holes one half inch in diameter spaced at 6 inches on center and three and one quarter inches on center below the top of the grate, or pavement thickness, shall be placed on both sides of the scupper. If the holes are created after the molding process by punching, drilling or other mechanical means the holes shall be sealed using a compatible epoxy compound.

Grates

Grates shall be bicycle friendly and designed for HL-93 Live Load unless otherwise specified. Any gaps in grates shall have a maximum clear width of two inches. The minimum clear opening size in any grating shall be 1 1/8" by 1 1/8". Grates shall be stainless steel (ASTM A995) or FRP specifically designed and meeting the HL-93 Live Load requirements.

- Steel grating shall be commercial heavy - duty grating with 1 1/2" x 5/16" bearing bars spaced at 2 3/8" and 3/8" diameter cross bars spaced at 2". The grating shall be centered in the drain top. The bearing bars shall run parallel to traffic.
- FRP grating if used shall provide an opening area at least 75% of steel grating noted above. FRP gratings that do not meet this requirement are not acceptable and shall not be used.

Grates shall be designed so that they can be removed by mechanical means. Fasteners for grates shall be stainless. Where selected grates require orientation to flow, the grates will have orienting features included as required, i.e. for orders of paired drains one drain would have left hand orientation and the other right-hand orientation.

Grate Frames

Grate frames may be either integrated FRP composite or of stainless steel construction attached to the scupper/inlet body in a matter consistent with the physical design parameters.

Anchoring provisions

Scupper/inlet anchoring shall be bonded to the grate framing in a manner that provides a load path into the concrete decking. Anchor details to be specified as part of the shop drawings for the bridge drains and be a non-corrosive material.

Cross and Longitudinal Slope Compensation

The scupper/inlet designs shall provide a means to match the grate to the deck angles while maintaining the downspout in a plumb orientation. If purchased in pairs, one left handed version will be required for each right handed version. This may be achieved when a down spout portion is bonded to the scupper body, through the frame attachment to the scupper body.

FRP Composite Drain Sections

Bridge deck downspouts, bridge drain deck extensions, elbows and pipe for under drains shall be constructed using a circular cross section; however other cross sections are allowed with approval of the Fabrication Engineer. Drain sections shall comply with the material requirements set forth in Appendix A and maintain wall thickness of no less than 1/4 inch.

FRP Composite Deck Drain Extensions.

Down spout drain extensions shall be integrated and bonded directly to the scupper bodies.

Transitions through Connections and Components.

All transitions and joints to be manufactured through the use of smooth radius molds. Miter joint and edged transitions are not allowed. All internal joint connections are to be smooth and continuous.

Pigmented FRP Composite Drain Components

Pipes, fittings, bodies and all FRP composite drain system components shall be pigmented through the wall. The color used shall match the color of the beams unless otherwise allowed by the Fabrication Engineer. Paint, gel-coat or any other exterior coating shall not be accepted.

Joint Connections

Joints may be welded using manufacturer recommended adhesives in accordance to the adhesive manufacturer's application procedures. Adhesives must be compatible with the FRP resins, applied in a way that ensures complete bonding and liquid tight sealing of the resins, and be compatible with the environmental conditions such as temperature, freeze thaw conditions, and wet alkaline environments.

Shop Drawings/Inspection

Drawings The Contractor shall prepare shop detail, erection and other necessary working drawings in accordance with Section 105.7 - Working Drawings. Drawings shall include dimensions and tolerances necessary for manufacture and installation, all hardware, orienting

features, anchor details, fastener details, gasket details, cross and longitudinal matching features, joint details, transition details, and material lay-up/composition

Notice of Beginning Work The Contractor shall give the Fabrication Engineer a minimum of two weeks notice before the beginning of work. No work shall be performed before the Fabrication Engineer has been notified. Before beginning work, a pre-fabrication meeting may be held at the discretion of the Fabrication Engineer or, if requested, by the Contractor.

The Contractor shall advise the Fabrication Engineer of the production schedule and any changes to it. If the Contractor suspends work on a project, the Fabrication Engineer will require 48 hours notice prior to the resumption of work.

Inspection Quality Control (Q.C.) is the responsibility of the Contractor. The Quality Control Inspector (Q.C.I.) shall inspect all aspects of the work and shall supervise all nondestructive examination (NDE). The Q.C.I. shall record measurements and test results in a clear and legible manner. The Q.C.I. shall reject materials and workmanship that do not meet contract requirements. The Contractor may perform NDE in addition to the minimum required. The results of all measurements and testing shall be made available to the Quality Assurance Inspector (Q.A.I.).

Quality Assurance (Q.A.) is the prerogative of the Fabrication Engineer. The Q.A.I. will ensure that the Q.C. Department is performing properly, verify documentation, periodically inspect workmanship and witness NDE. Q.A. testing deemed necessary by the Fabrication Engineer in addition to the minimum testing requirements shall be scheduled to minimize interference with the production schedule.

Inspector's Authority The Q.A.I. will have the authority to reject material or workmanship that does not meet the contract requirements. The acceptance of material or workmanship by the Q.A.I. will not prevent subsequent rejection, if found unacceptable.

Rejections Rejected material and workmanship shall be corrected or replaced by the Contractor.

Bill of Materials The Contractor shall provide the Fabrication Engineer with copies of all bills of materials used in the fabrication of the FRP bridge drains.

Packaging, Storage and Shipping of Components

FRP drains shall be stored and handled in accordance with the manufacturer's recommendation. The drains shall be stored above the ground and not be allowed to come into contact with seawater, mud, grease, dirt or other deleterious materials that may be present on the job site.

Installation

The Contractor shall install the FRP drains in accordance with the manufacturer's installation procedures, Contract Plans, and in accordance with the Contractor's installation drawings. FRP bridge drains will be accurately placed at the locations shown on the Plans or as authorized by

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the Resident. Adequate means shall be provided for securely holding the drains in place during placement of concrete. Any damaged drain shall be repaired or replaced at the Resident's discretion and at no additional cost to the Department.

Method of Measurement

FRP Bridge Drains will be measured by the number of units, for fabrication and delivery. Installation for the drains will be incidental to the Structural Concrete Superstructure item.

Basis of Payment

FRP Bridge Drains will be paid for at the contract unit price. Such payment will include compensation for the fabrication and delivery of the drains in accordance with this specification.

Payment will be under:

<u>Pay Item</u>		<u>Pay Unit</u>
502.77	FRP Bridge Drain –Type C	Each
502.77	FRP Bridge Drain –Type E	Each
502.77	FRP Bridge Drain –Type F	Each

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Fiber Reinforced Polymer Bridge Drains)

APPENDIX A

A.1 Scope

This section specifies the material composition, properties, test requirements and reports that shall be submitted and approved prior to and after product certification of each FRP composite drain component type, e.g. scupper body or pipe component. The manufacturer is responsible for testing using an approved independent lab per section A.5.3. Once certified the approved product may be manufactured with only internal testing provided the manufacturing process and laminate composition do not change. Changes to process and or composition do require additional testing and product certification. The manufacturer shall report the individual test results per section A.5.3. If the strength is less than the required properties certification will not be granted.

A.2 Material/Laminate Composition

A.2.1 Fibers

Fiber sizings and coupling agents shall be compatible with the resin system used to impregnate them.

A.2.2 Matrix Resins

Commercial grades of vinyl ester and epoxy resin systems are permitted provided the finished product meets the material property requirements before and after durability conditioning as set forth in Section A. Styrene is permitted to be added to the polymer resin during processing. Added styrene shall be less than 10 percent by mass of the polymer resin. The amount of styrene, as a mass percentage of the polymer resin, added during processing shall be reported per Section A.5.3.

A.2.3 Fillers and Additives

Commercial grade inorganic fillers such as kaolin clay, calcium carbonate, and alumina tri-hydrate shall not exceed 20 percent by mass of the polymer resin constituent. Commercial grade additives and process-aids, such as release agents, low profile shrink additives, initiators, promoters, hardeners, catalysts, pigments, fire-retardants, and ultra-violet inhibitors are permitted and depend on the processing method. Shrink additives, if used, shall be less than 20 percent by mass of the polymer resin. Commercial grade inorganic or organic non-woven surfacing mats or veils are permitted.

A.2.4 Fiber Content

Fiber content shall be measured by ASTM D 3171 or ASTM D 2584. Fiber content shall be high enough to meet the mechanical property requirements of the FRP system laminate. The manufacturer shall report the fiber content of the end product by volume or by mass in accordance to the method used. If fiber content is not provided by the manufacturer, then the manufacturer shall provide material data sheets with the weight per unit area of the fiber reinforcement used to manufacture the part.

A.2.5 Glass Transition Temperature

The characteristic value of the glass transition temperature of the composite system, determined in accordance with ASTM E1640, shall be at least 40 degrees Fahrenheit higher than the maximum design temperature, $T_{MaxDesign}$, defined in section 3.12.2.2 of the AASHTO LRFD Guide Specifications for Design of Concrete-Filled FRP Tubes for Flexural and Axial Members, 2012. FRP drain systems may not be used in environments with a service temperature higher than the glass transition temperature of the resin used for their manufacturing.

A.2.6 Longitudinal and Transverse Coefficients of Thermal Expansion (CTE)

The coefficient of Thermal Expansion (CTE) of the tube may vary in the longitudinal and circumferential directions of the component depending on the laminate architecture and type of fibers and resins.

A.3 Mechanical Properties

A.3.1 Tensile Properties

The tensile strength, tensile modulus of elasticity, and ultimate tensile strain shall be determined for both the axial and hoop directions of the tubular components or in transverse and longitudinal directions of inlet bodies, see Section A.5.1 Test Samples. The tensile strength as reported by the manufacturer for product certification shall be measured according to ASTM Test Method D 3039, or other tension test method designed to determine tensile properties of composite laminates at the approved frequency and number of specimens as specified in section A.5.

A.3.4 Compressive Properties

The compressive strength and ultimate compressive strain shall be determined for the longitudinal directions of the tube laminate. The compressive strength and ultimate compressive strains shall be derived from specimens tested in accordance with ASTM Test Method D 6641, or other approved compression test method designed to determine compressive properties of the composite.

A.4 Durability Properties

Material properties shall retain 85% of their baseline values for the material properties listed in Section 2.3 after conditioning for all the durability tests listed below. Durability test methods are adopted from AASHTO Guide Specifications for Design of Bonded FRP Systems for Repair and Strengthening of Concrete Bridge Elements.

Durability property testing is only required for initial product certification and not required for subsequent production orders. The testing is the responsibility of the manufacturer and shall be conducted by an approved independent testing lab per section A.5.2.

A.4.1 Moisture Absorption

Samples will be immersed in distilled water having a temperature of 100 +/-3 degrees Fahrenheit and tested after 1,000 hours of exposure.

A.4.2 Resistance to Alkaline Environment

Samples will be immersed in a saturated solution of calcium hydroxide (pH-11) at ambient temperature of 73 +/-3 degrees Fahrenheit for 1,000 hours prior to testing. The pH level will be monitored and the solution will be maintained as needed.

A.4.3 Alternating Ultraviolet Light and Condensation Humidity

Samples will be conditioned in an apparatus under Cycle I-UV exposure condition according to ASTM G154 Standard Practice. Samples will be tested within two hours after removal from the apparatus.

A.4.4 Freeze-Thaw

Samples will be exposed to 100 repeated cycles of freezing and thawing in an apparatus meeting the requirements of ASTM C666.

A.5 Sampling, Testing & Results.

A.5.1 Test Samples.

The manufacturer is responsible for testing and may use samples in accordance to the test methods and needs of test equipment available. Test coupons may be cut from manufactured products or prepared using identical processes e.g. wet lay-up, vacuum infusion, etc. in a flat sheet, or witness plate, in which test coupons may be cut. Approval of the Fabrication Engineer shall be required for acceptance of test specimens produced by a different manufacturing method. Samples derived from special coupon test sheets shall be taken interior to edge sections 1.5x the width of the required coupon width. Samples shall be prepared from samples oriented with the directions illustrated in figures 1 and 2 for scupper body and drain pipes. For samples from filament wound pipes, samples shall be constructed over polygon mandrels allowing for flat panels to be removed for test purposes. Each test shall use a quantity of three samples. See Tables A.5.4 for tests, material requirements and sample breakdown.

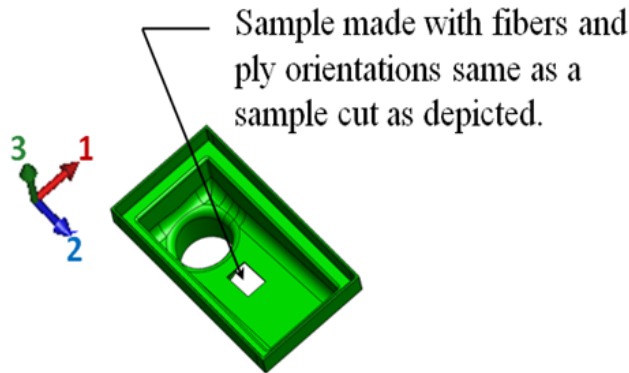


Figure 1.) Scupper Body
Sample Orientations.

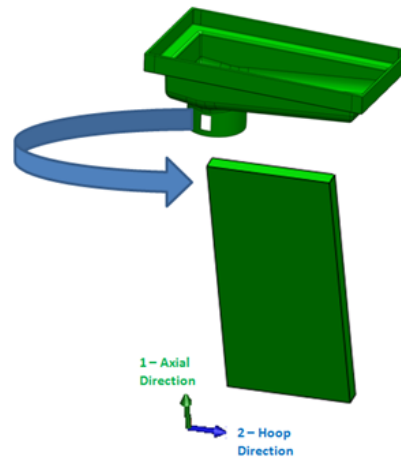


Figure 2.) Drain Pipe
Sample Orientations.

A.5.2 Test Lab Requirements.

All testing of FRP material properties is being conducting in accordance to specified standards. Internal or external testing is to be conducted through laboratory facilities in accordance to ISO/IEC Guide 58, *Calibration and Testing Laboratory Accreditation Systems - General Requirements for Operation and Recognition* and ISO/IEC 17025 *General Requirements for the Competence of testing and Calibration Laboratories* as related by AASHTO document R18 "Recommended Practice for Establishing and Implementing a Quality System for Construction Materials Testing Laboratories."

A.5.3 Production Validation (PV) Testing.

Certification of materials used in FRP drain products must undergo PV testing of the specified material properties before and after environmental conditioning as set forth in Section A.5.4 by an independent lab. PV tests may be conducted internally by the manufacturer for development but are not acceptable for certification. Reported values for the material composition is be recorded and reported by the manufacturer, no independent audit is required.

A.5.4 Production Validation Sample Quantities, Minimum Material Properties and Reported Values

The following data shall be reported for material certification. Note that the tables shown use orientations related to FRP scupper or inlet bodies as set forth in Figure 1 of Section A.5.1. When evaluating tubular sections, orientation direction 2 as shown in Figure 2 of Section A.5.1 shall be substituted for orientation direction 3. The required number of samples have been reduced from ASTM requirements.

Table A.5.4.a PV reported material composition data. (Recorded by the manufacturer during the manufacturing process)

Section No.	Characteristic	Applicable Test Standard	Number of Samples	Tolerance	Reported
A.2.2	Styrene, mass percentage of polymer resin	per tolerance	N/A	10% max	
A.2.3	Inorganic fillers, mass percentage of polymer resin.	per tolerance	N/A	20% max	
	Shrink additives, mass percentage of polymer resin.	per tolerance	N/A	20% max	
A.2.4	Fiber Content	ASTM D3171 or ASTM D2584	3	Sufficient to meet mechanical properties	
A.2.5	Glass Transition Temperature	ASTM E1640	3	> Max Design Temperature	

Table A.5.4.b PV Reported Baseline Mechanical Properties

(Conducted by an independent laboratory. Samples as Manufactured w/o additional conditioning per Section A.3)

Section No.	Direction	Characteristic	Applicable Test Standard	No. of Samples	Minimum Allowable Values	Independent Lab Reported Values			
						Sample 1	Sample 2	Sample 3	Avg Value
A.3.1	1	Tensile Strength	ASTM D3039	3	10000 (psi)				
		Tensile Modulus of Elasticity			800000 (psi)				
		Ultimate Tensile Strain			0.003 in/ in				
	2	Tensile Strength		3	10000 (psi)				
		Tensile Modulus of Elasticity			800000 (psi)				
		Ultimate Tensile Strain			0.003 in/ in				
A.3.4	1	Compressive Strength	ASTM D6641	3	22000 (psi)				
		Ultimate Compressive Strain			0.003 in/ in				
	3	Compressive Strength		3	22000 (psi)				
		Ultimate Compressive Strain			0.003 in/ in				

Table A.5.4c PV Reported Mechanical Properties after 1000 hr. Moisture Immersion Conditioning per Section A.4.1

(Conducted by an independent laboratory)

Section No.	Direction	Characteristic	Applicable Test Standard	No. of Samples	Minimum Allowable Values	Independent Lab Reported Values			
						Sample 1	Sample 2	Sample 3	Avg Value
A.3.1	1	Tensile Strength	ASTM D3039	3	8500 (psi)				
		Tensile Modulus of Elasticity			680000 (psi)				
		Ultimate Tensile Strain			0.0025 in/in				
	2	Tensile Strength		3	8500 (psi)				
		Tensile Modulus of Elasticity			680000 (psi)				
		Ultimate Tensile Strain			0.0025 in/in				
A.3.4	1	Compressive Strength	ASTM D6641	3	18700 (psi)				
		Ultimate Compressive Strain			0.0025 in/in				
	3	Compressive Strength		3	18700 (psi)				
		Ultimate Compressive Strain			0.0025 in/in				

Table A.5.4d PV Reported Mechanical Properties after 1000 hr. of Alkaline Environment Conditioning per Section A.4.2

(Conducted by an independent laboratory)

Section No.	Direction	Characteristic	Applicable Test Standard	No. of Samples	Minimum Allowable Values	Independent Lab Reported Values			
						Sample 1	Sample 2	Sample 3	Avg Value
A.3.1	1	Tensile Strength	ASTM D3039	3	8500 (psi)				
		Tensile Modulus of Elasticity			680000 (psi)				
		Ultimate Tensile Strain			0.0025 in/in				
	2	Tensile Strength		3	8500 (psi)				
		Tensile Modulus of Elasticity			680000 (psi)				
		Ultimate Tensile Strain			0.0025 in/in				
A.3.4	1	Compressive Strength	ASTM D6641	3	18700 (psi)				
		Ultimate Compressive Strain			0.0025 in/in				
	3	Compressive Strength		3	18700 (psi)				
		Ultimate Compressive Strain			0.0025 in/in				

Table A.5.4e PV Reported Mechanical Properties after UV Light Conditioning per Section A.4.3 (ASTM G154).

(Conducted by an independent laboratory)

Section No.	Direction	Characteristic	Applicable Test Standard	No. of Samples	Minimum Allowable Values	Independent Lab Reported Values			
						Sample 1	Sample 2	Sample 3	Avg Value
A.3.1	1	Tensile Strength	ASTM D3039	3	8500 (psi)				
		Tensile Modulus of Elasticity			680000 (psi)				
		Ultimate Tensile Strain			0.0025 in/in				
	2	Tensile Strength		3	8500 (psi)				
		Tensile Modulus of Elasticity			680000 (psi)				
		Ultimate Tensile Strain			0.0025 in/in				
A.3.4	1	Compressive Strength	ASTM D6641	3	18700 (psi)				
		Ultimate Compressive Strain			0.0025 in/in				
	3	Compressive Strength		3	18700 (psi)				
		Ultimate Compressive Strain			0.0025 in/in				

Table A.5.4f PV Reported Mechanical Properties after 100 Freeze-Thaw Cycle Conditioning per Section A.4.4 (ASTM C666).

(Conducted by an independent laboratory)

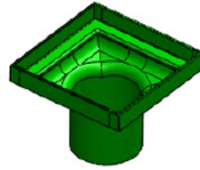
Section No.	Direction	Characteristic	Applicable Test Standard	No. of Samples	Minimum Allowable Values	Independent Lab Reported Values			
						Sample 1	Sample 2	Sample 3	Avg Value
A.3.1	1	Tensile Strength	ASTM D3039	3	8500 (psi)				
		Tensile Modulus of Elasticity			680000 (psi)				
		Ultimate Tensile Strain			0.0025 in/in				
	2	Tensile Strength		3	8500 (psi)				
		Tensile Modulus of Elasticity			680000 (psi)				
		Ultimate Tensile Strain			0.0025 in/in				
A.3.4	1	Compressive Strength	ASTM D6641	3	18700 (psi)				
		Ultimate Compressive Strain			0.0025 in/in				
	3	Compressive Strength		3	18700 (psi)				
		Ultimate Compressive Strain			0.0025 in/in				

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SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Fiber Reinforced Polymer Bridge Drains)

APPENDIX B

Standard Details



Bridge Drain – Symmetric Inlet

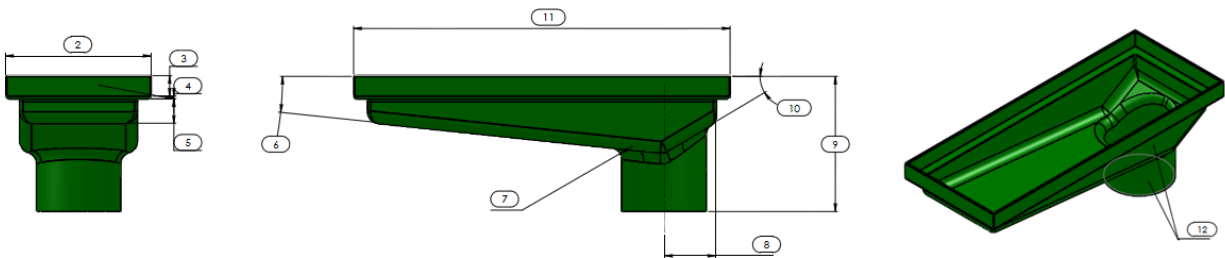
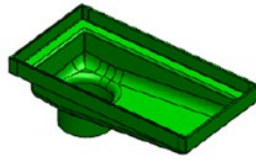


Table B1 Preferred Symmetric FRP Composite Inlet Bodies

Size Designation		A	B	C		
Size Dimensions (Grate Length x Width, Down Spout Diameter)		12x12xØ8	14x14xØ10	18x18xØ12		
Number	Dimension Name	Nominal Dimensions			Nominal Design Tolerance	Manufacturing Tolerance
1	Down Spout Inner Diameter	8"	10"	12"	min	+/- 0.015"
2	Grate Frame Width	12"	14"	18"	+/- 1"	+/- 0.025"
3	Grate Frame Height	As required to contain grate and recessed from deck surface				
4	Grate Frame Flange & Wall Thickness	0.25"	0.25"	0.25"	min	+/- 0.025"
5	Scupper Toe Depth	4"	4"	4"	+1"/-0"	+/- 0.1"
6	Scupper Toe Slope	1:10	1:10	1:10	min	+ 1 degree
7	Scupper Body Radii	2"	2"	2"	min	+0.1"
8	Down Spout Position to Heel	6"	6"	6"	+/- 0.5"	
9	Height	18"	18"	18"	Open	+/- 0.25"
10	Scupper Heel Slope	1:10	1:10	1:10	min	+0.1"
11	Grate Frame Length	12"	14"	18"	+/- 1"	+/- 0.025"
12	Scupper and Down Spout Wall Thickness	0.25"	0.25"	0.25"	min	+0.015"



Bridge Drain-Offset Scupper

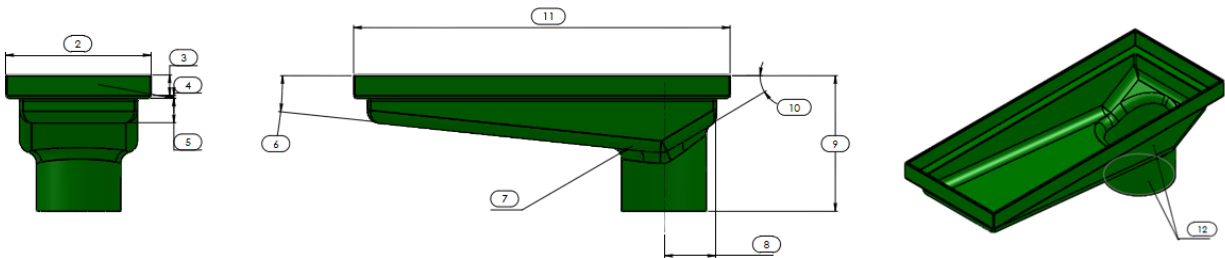


Table B2 Preferred Offset FRP Composite Scupper Bodies

Size Designation		D	E	F	G		
Size Dimensions (Grate Length x Width, Down Spout Diameter)		24x12xØ8	30x12xØ10	36x12xØ10	42x12xØ12		
Number	Dimension Name	Nominal Dimensions				Nominal Design Tolerance	Manufacturing Tolerance
1	Down Spout Inner Diameter	8"	10"	10"	12"	min	+/- 0.015"
2	Grate Frame Width	12"	12"	12"	12"	+ 2"/-0"	+/- 0.025"
3	Grate Frame Height	As required to contain grate and recessed from deck surface					
4	Grate Frame Flange & Wall Thickness	0.25"	0.25"	0.25"	0.25"	min	+/- 0.025"
5	Scupper Toe Depth	4"	4"	4"	4"	+1"/-0"	+/- 0.1"
6	Scupper Toe Slope	1:10	1:10	1:10	1:10	min	+ 1 degree
7	Scupper Body Radii	2"	2"	2"	2"	min	+0.1"
8	Down Spout Position to Heel	6"	6"	6"	6"	+/- 0.5"	
9	Height	13.5"	16"	18"	18"	Open	+/- 0.25"
10	Scupper Heel Slope	1:10	1:10	1:10	1:10	min	+0.1"
11	Grate Frame Length	24"	30"	36"	42"	+ 2"/-0"	+/- 0.025"
12	Scupper and Down Spout Wall Thickness	0.25"	0.25"	0.25"	0.25"	min	+0.015"

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

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
A	502.219	Structural Concrete Abutment & Retaining Walls	\$400	A
A	502.239	Structural Concrete Piers	\$400	A
A	502.26	Structural Concrete Roadway and Sidewalk Slab on Steel Bridges	\$400	A
A	502.31	Structural Concrete, Approach Slab	\$0	C
LP	502.49	Structural Concrete Curbs and Sidewalks	\$450	A
LP	526.34	Permanent Concrete Transition Barrier	\$450	A
LP	626.35	Controller Cabinet Foundation	-	C
LP	626.411	18-inch Diameter Foundation	-	C
LP	626.421	24-inch Diameter Foundation	-	C

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

SPECIAL PROVISION
SECTION 524
TEMPORARY STRUCTURAL SUPPORTS
(Protective Shield)

524.01 Description The following paragraph is added:

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

The following Subsections are added:

524.031 Protective Shield Design

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

The protective shield shall be designed for safely supporting all construction and dead loads, but not less than 100 pounds per square foot with a load duration of seven (7) days. Protective shield shall be stiff enough to limit deflection to 1/2 inch under maximum loads and to be tightly sealed at all joints. The protective shield shall be placed on the tops of the bottom flanges of the steel girders, with edges and laps made tight to protect the I-395 motorists from dust, debris, water, slurry and falling objects. The protective shield shall be designed by a Licensed Professional Engineer of the State of Maine.

The Protective shield shall be designed to safely support all anticipated loads from small pieces of concrete falling from the existing deck during saw cutting or initial handling operations while the existing deck is being removed, and to protect against small tools falling onto traffic below.

524.041 Protective Shield Erection and Removal

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

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

Shielding shall be approved and installed prior to the start of any demolition work and shall remain in position during all demolition work. Shielding shall also be approved and installed prior to the start of any deck forming for the new bridge and shall remain in position during all deck work. The protective shield shall be covered with sheet plastic made tight at edges and laps to prevent leakage from new concrete or from water used for water curing from falling onto the facilities under the bridge. The protective shielding shall be relocated or removed only as directed by the Resident.

524.05 Method of Measurement The following paragraph is added:

The protective shield shall be measured for payment by the lump sum for shielding, design, installation, removal, and disposal.

524.06 Basis of Payment

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

Payment will be made under:

Pay Item

Pay Unit

524.40 Protective Shield

Lump Sum

SPECIAL PROVISION
SECTION 524
TEMPORARY STRUCTURAL SUPPORTS
(Pier Support During Staged Construction)

The following is added to Standard Specification Section 524:

524.01 Description

This work shall consist of designing, fabricating, erecting, maintaining, and dismantling temporary structural support elements for the purpose of supporting existing pier elements that will remain when a portion of the existing pier is removed for staged construction. Temporary Structural Support shall include support, bracing, or otherwise stabilizing any structures disturbed or partially removed as part of the Work.

524.03 Design

The temporary structure and approaches shall achieve acceptable minimum factors of safety. Minimum factors of safety for temporary pier support shall be 1.5.

The temporary pier supports shall be designed to support all pier loads (self-weight and attachments) as well as existing beam reactions. The reactions of the beam support are as follows:

	<u>Service</u>	<u>Strength I</u>
Dead Loads	91 kip	116 kip
Live Loads	100 kip	174 kip

The design for the Temporary Structural Support shall be submitted to the Resident at least 3 weeks prior to the start of Work.

524.05 Method of Measurement

Temporary Structural Supports for Pier support during staged construction will be measured as one lump sum satisfactorily designed, installed, maintained, dismantled, and removed for the entire project. Installation and reinstallation of Temporary Structural Supports between construction phases, if required, will not be measured separately, but will be considered incidental to the Temporary Structural Support Pay Item. Any work associated with support, bracing, or otherwise stabilizing any structures disturbed or partially removed as part of the Work or with removal and reinstallation of existing highway appurtenances (e.g. guardrails, sign supports, etc.) to facilitate the erection of Temporary Structural Supports will not be measured for payment, but will be considered incidental to the Temporary Structural Support Pay Item.

524.06 Basis of Payment

Temporary Structural Support for Roadway support will be paid for at the Contract lump sum price, which shall be full compensation for all materials, equipment, labor, and incidentals necessary for the design, installation, maintenance, dismantling, and removal of such supports in accordance with the Standard Specifications and as specified herein.

Payments will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
524.301 Temporary Structural Support – Pier Support	Lump Sum

SPECIAL PROVISION
SECTION 524
TEMPORARY STRUCTURAL SUPPORTS
(Roadway Support During Staged Construction)
(Temporary Support of Earth for Pier Foundation Installation)

The following is added to Standard Specification Section 524:

524.01 Description

This work shall consist of designing, fabricating, erecting, maintaining, and dismantling temporary structural support wall(s) for the purpose of supporting partially excavated roadway between the existing and proposed abutments and approaches during staged construction and temporary earth support systems to allow for the excavation of the proposed pier foundation unit.

524.03 Design

The temporary structure and approaches shall achieve acceptable minimum factors of safety. Minimum factors of safety for slope stability are 1.3 for approach embankment slopes and 1.5 for embankment slopes that contain or support structures. The minimum factor of safety for sliding and overturning is 1.3.

Temporary support(s) shall be designed by a licensed Professional Engineer and all plans, computations, and working drawings shall be signed by that Engineer, and shall be submitted to the Resident for approval.

The design for the Temporary Structural Support shall be submitted to the Resident at least 3 weeks prior to the start of Work.

524.05 Method of Measurement

Temporary Structural Supports will be measured as one lump sum satisfactorily designed, installed, maintained, dismantled, and removed for the entire project. Installation and reinstallation of Temporary Structural Supports between construction phases, if required, will not be measured separately, but will be considered incidental to the Temporary Structural Support Pay Item. Any work associated with support, bracing, or otherwise stabilizing any structures disturbed or partially removed as part of the Work or with removal and reinstallation of existing highway appurtenances (e.g. guardrails, sign supports, etc.) to facilitate the erection of Temporary Structural Supports will not be measured for payment, but will be considered incidental to the Temporary Structural Support Pay Item.

524.06 Basis of Payment

Temporary Structural Support for Roadway support will be paid for at the Contract lump sum price, which shall be full compensation for all materials, equipment, labor, and incidentals

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necessary for the design, installation, maintenance, dismantling, and removal of such supports in accordance with the Standard Specifications and as specified herein.

Payments will be made under:

Pay Item

Pay Unit

524.301 Temporary Structural Support – Approach

Lump Sum

524.301 Temporary Structural Support – Pier

Lump Sum

SPECIAL PROVISION
SECTION 524
TEMPORARY STRUCTUTRAL SUPPORT
(Curb Anchorage)

The following is added to Standard Specification section 524:

524.01 Description

This work shall consist of designing, fabricating, erecting, maintaining, and dismantling temporary structural support for the purpose of anchoring the modified existing curb to the existing bridge deck during Stage I.

524.03 Design

The temporary curb anchorage shall be designed to anchor the existing curb to the existing bridge deck to resist all loads as specified in Standard Specification 510. Temporary curb anchorage shall be designed and sealed by a Professional Engineer, licensed in accordance with the laws of the State of Maine. Temporary Structural Support for Curb Anchorage shall be submitted to the Resident at least 3 weeks prior to the work.

524.05 Method of Measurement

Temporary Structural Support for Curb Anchorage will be measured as one lump sum, satisfactorily designed, installed, maintained, dismantled, and removed for the entire project. Installation and reinstallation of anchorage, if required, will not be measured separately, but will be considered incidental to the Temporary Structural Support (Curb Anchorage) Pay Item.

524.06 Basis of Payment

Temporary Structural Support for Curb Anchorage will be paid for at the Contract lump sum price, which shall be full compensation for all materials, equipment, labor and incidentals necessary for the design, installation, maintenance, dismantling, and removal of anchorage in accordance with the Standard Specifications and as specified herein.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
524.301 Temporary Structural Support – Curb Anchorage	Lump Sum

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

The following is added to Standard Specification, Section 526 Concrete Barrier:

526.01 Description

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

Temporary Bi-Directional Delineators shall be installed on the barrier in accordance with Special Provision Section 526 (Temporary Concrete Barrier, Delineators) dated April 16, 2020.

The following concrete barrier designation is added:

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

526.02 Materials The following paragraphs are added:

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

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

526.021 Acceptance

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

526.03 Construction Requirements

All Single Face Temporary Concrete Barrier, Anchored shall meet NCHRP 350 Test Level III (TL-3) crash test requirements. Prior to fabrication and installation of the barrier the Contractor shall submit the proposed barrier and anchorage design for approval. The proposed design shall be designed to in accordance with AASHTO LRFD Bridge Design Specifications, latest edition with all interims thereto (see Table A13.2-1 and related Provisions). The proposed

barrier and anchorage design shall be prepared and stamped by a Professional Engineer licensed in the State of Maine.

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

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

524.05 Method of Measurement

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

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

524.06 Basis of Payment

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

Payment will be made under:

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

SPECIAL PROVISION
SECTION 526
CONCRETE BARRIER
(Temporary Concrete Barrier, Braced Type I)

526.01 Description The following paragraph is added:

This work shall consist of furnishing, setting, resetting and removing Temporary Concrete Barrier, Braced Type I as shown on the Plans.

The following concrete barrier designations are added:

Temporary Concrete Barrier, Braced Type I Removable concrete barrier fabricated and installed in accordance with New York Department of Transportation U.S. Customary Standard Sheet 619-01 (Temporary Concrete Barrier) available at the following web address:

<https://www.dot.ny.gov/main/business-center/engineering/cadd-info/drawings/standard-sheets-us/619>

The minimum concrete barrier length is 14 feet.

526.02 Materials The following paragraphs are added:

f. Temporary Concrete Barrier shall have a 28-day minimum compressive strength of 3,000 psi.

The following subsection is added:

526.021 Acceptance

The Resident shall have the authority to accept or reject all unacceptably damaged portions of Temporary Concrete Barrier, Braced Type I used on the Project.

526.03 Construction Requirements The following paragraph is added:

Temporary Concrete Barrier, Braced Type I All Temporary Concrete Barrier, Braced Type I shall be fabricated and constructed in accordance with New York Department of Transportation U.S. Customary Standard Sheet 619-01 (Temporary Concrete Barrier).

526.04 Method of Measurement The following paragraph is added:

Temporary Concrete Barrier, Braced Type I shall be measured for payment by the lump sum.

Setting, resetting, and temporary storage of concrete barrier between construction phases, if required, will not be measured separately for payment, but shall be incidental to the barrier Pay Item. Additionally, the bracing and/or anchoring of bridge barrier, and all associated work, will not be measured separately for payment, but shall be incidental to the cost of the barrier.

526.05 Basis of Payment The following paragraph is added:

Temporary Concrete Barrier, Braced Type I shall be paid for at the Contract lump sum price, complete in place. Payment shall be full compensation for furnishing, setting, bracing, anchoring, assembling, resetting, and removing the barrier, and all other incidentals, tools, materials and labor necessary to complete the work.

Payment shall be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
526.305 Temporary Concrete Barrier, Braced Type I	Lump Sum

SPECIAL PROVISION
SECTION 527
ENERGY ABSORBING UNIT
(Truck Mounted Attenuator)

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

Materials: The energy absorbing system shall be from the Department's Qualified Product List (QPL). The TMA shall be mounted in accordance with the manufactures specifications to a truck with a gross vehicle weight of at least 10,000 pounds.

Installation: The chart below identifies the distance from the work zone or hazard where the TMA shall be deployed. If the work zone is within a marked lane closure, the barrier truck distances shall apply and if the work is mobile, then shadow truck distances shall apply. When used as a barrier, the barrier truck shall be parked in low gear with brakes applied and the front wheels turned away from the work zone and the adjacent traffic lane. For placement details, reference the Manual of Uniform Traffic Control Devices (MUTCD).

Weight of Truck	Barrier Truck Distance from Work Zone of Hazard	Shadow Truck Distance from Work Vehicle or Work Zone
10,000 lbs	250 ft	300 ft
15,000 lbs	200 ft	250 ft
>24,000 lbs	150 ft	200 ft

Method of Measurement: Truck mounted attenuator will be measured by the unit furnished.

Basis of Payment: The accepted quantity of truck mounted attenuator will be paid for at the contract unit price each which includes furnishing and all costs of attaching to and retrofitting of a truck on which The TMA will be deployed. Daily maintenance and deployment of the TMA, including the cost of the truck, shall be considered incidental.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
527.33 Truck Mounted Attenuator	Each

SPECIAL PROVISION
SECTION 534
PRECAST STRUCTURAL CONCRETE

Revise Paragraph 2 of 534.07 Quality Control to say:

Provide a copy of the Quality System Manual (QSM) to the Fabrication Engineer for review and approval.

Add the following Paragraph to 534.07 Quality Control:

QC staff shall be separate from production and shall not perform any production work.

Revise Sentence 1 in 534.17 Finishing Concrete to say:

Concrete Products shall be finished to meet the Standard Grade finish as described in the MNL-116.

SPECIAL PROVISION
SECTION 603
PIPE CULVERTS AND STORMDRAINS

603.12 Basis of Payment: This section shall be amended with the addition of the following:

Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
603.165	15 inch Reinforced Concrete Pipe Class III	Linear Foot
603.175	18 inch Reinforced Concrete Pipe Class III	Linear Foot

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

This Section is amended by the addition of the following:

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

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

Metal Beam Rail	710.04
Guardrail Posts	710.07
Guardrail Hardware	710.08

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

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

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

Payment will be made under:

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

SPECIAL PROVISION
SECTION 606
GUARDRAIL
(Anchorage Assembly -Mid-Way Splice)

Description This work shall consist of furnishing and installing anchorage assemblies in accordance with current Standard Specifications and the current AASHTO-AGC-ARTBA Joint Cooperative Committee Task Force 13 Report and as indicated in the plans and in this Special Provision.

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

Timber Preservative	708.05
Metal Beam Rail	710.04
Timber Posts	710.07
Guardrail Hardware	710.08

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

CONSTRUCTION REQUIREMENTS

Anchorage Assembly: Installation of the anchorage assembly shall be in accordance with the AASHTO-AGC-ARBTA Joint Committee Task Force 13 Report Drawing SEW02a, except that the rail section may be on a radius, as indicated on the plans.

Method of Measurement Anchorage assemblies will be measured by the unit, each complete in place and will include one 12.5 ft beam and all components listed in the Task Force 13 Report.

Basis of Payment The accepted quantity of Anchorage Assemblies will be paid for at the contract unit price per each, complete in place and will include one 12.5 ft beam and all components listed in the Task Force 13 Report. Payment shall be full compensation for furnishing and installing all components as shown and for incidentals necessary to complete the work.

Falmouth
WIN 022672.00
March 3, 2020

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
606.2593 Anchorage Assembly - Mid-Way Splice	Each

SPECIAL PROVISION
SECTION 607
Fences
(Chain Link Snow Fence)

607.01 Description The following paragraph is added:

This work consists of furnishing all materials for, and the construction of a chain link snow fence. The chain link snow fence shall be 33-inches tall and made from chain link materials as shown in the Plans and as specified herein.

607.02 Materials The following paragraphs are added:

Posts, rails, and braces shall be manufactured by one of the following methods with the steel conforming to ASTM A1011 or ASTM A1008 and A1011/A1011M with minimum yield strength 50 ksi:

- Furnace butt welded, continuous welded
- Cold rolled and electric resistance welded
- Seamless

The Piping shall conform to the following dimensions:

Nominal Diameter (Inches)	Outside Diameter (Inches)	Minimum Wall Thickness (Inches)	Mass (Lb/ft)
1 ½	1.900	0.145	2.72
2 ½	2.875	0.203	5.79

Hardware shall be hot dipped galvanized in accordance with AASHTO M 232 (ASTM A 153) or AASHTO M 298 Class 50 (ASTM B 695 Class 50).

The chain link fabric shall be 9-gauge steel, zinc coated conforming to AASHTO M 181 Type 1 Class D (ASTM A 392), aluminum-coated conforming to AASHTO M181 Type II (ASTM A 491), or 6-gauge aluminum alloy conforming to AASHTO M 181 Type III (ASTM F1183). Chain- link fabric shall be knuckled on top and bottom. The size of the wire mesh shall be 1 inch. Wire ties shall be standard round 9-gauge zinc or aluminum coated steel or 6-gauge aluminum alloy conforming to ASTM F 626. All ties shall be wrapped around chain-link fabric twice (double-pigtailed) at both ends. Space ties at 6" on center to bottom rail and at 12" on center at all posts and other rails. Mechanical or power fastened ties are acceptable.

Falmouth
WIN 21720.00
WIN 21721.00
January 31, 2022

607.06 Method of Measurement The following paragraph is added:

Chain link snow fence will be measured by the lump sum for the entire project, accepted in place and in conformity with the details shown on the Plans or as directed by the Resident.

607.07 Basis of Payment The following paragraph is added:

This work will be paid for at the contract unit price per lump sum, complete and accepted in place. Such price will be compensation for furnishing all materials, labor, equipment, coatings, and incidentals to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
607.183 Chain Link Snow Fence 33 Inch	Lump Sum

SPECIAL PROVISION
SECTION 609
CURB

606.09 Basis of Payment: This section shall be amended with the addition of the following:

<u>Pay Item</u>		<u>Pay Unit</u>
609.222	Terminal Curb Type 1 – Circular	Linear Foot

SPECIAL PROVISION
SECTION 613
TURF REINFORCEMENT MAT (TRM)

Replace SECTION 613 - EROSION CONTROL BLANKETS with the following:

613.01 Description A Turf Reinforcement Mat (TRM) shall be installed on the soil slope (non-riprap) portions of the project, in the areas indicated in the contract drawings. TRM shall be installed over a prepared Compost Blanket and subsequently seeded by hydraulically applying Flexible Growth Medium (FGM) and Special Seed Mix as set forth in Special Provisions 615 and 618. The TRM together with the FGM and Special Seed Mix is intended to create a permanent vegetated surface that is resistant to erosion.

613.02 Materials TRM shall be Enkamat 7020 as manufactured for Profile Products' "Green Armor System" for the purpose of permanent turf reinforcement, or an approved equal system. The TRM shall be made from 100% synthetic material and contain no biodegradable or photodegradable components or materials.

The TRM shall be a homogeneous, three-dimensional matrix made of continuous monofilament yarns which are thermally fused at the crossover points to provide a structure that will maintain its three-dimensional stability without laminated or stitched layers. No nettings or stitching shall be permitted. The TRM shall have a sufficient Area Holding Capacity and a minimum 95% open space available for soil, FGM and root interaction. The TRM shall not lose its structural integrity and shall not unravel or separate when TRM is cut in the field.

The TRM shall exhibit no buoyancy factor (i.e., the specific gravity of the fibers used should be greater than 1.0) so as to allow the TRM to maintain intimate contact with the soil (particularly between fasteners) under low flow or submerged conditions.

The TRM, when infilled with the FGM specified in Special Provision 618, shall meet the following property values:

PROPERTY	TEST METHOD	REQUIREMENT
Mass Per Unit Area	ASTM D6566	23.5 oz/yd ²
Thickness	ASTM D6525	0.75 in
Tensile Strength – MD	ASTM D6818	240 lb/ft
Light Penetration	ASTM D6567	1.0 %
Ground Cover	ASTM D6567	99.0 %
Absorption	ASTM D1117	498.0 %
UV Resistance	ASTM D6818 & D7238	80.0 %
Bench Scale C-Factor ¹ (average)	ASTM D7107	0.01
Bench Scale Shear Stress	ASTM D7207	5.8 lb/ft ²
Resiliency	ASTM D6524	85.0 %
Functional Longevity ²	Observed	>36 months

1. Cover Factor is calculated as soil loss ratio of treated surface versus an untreated control surface.
2. Functional longevity is an estimate of product functionality and is dependent upon moisture, light, microbial and other environmental conditions.

February 14, 2022

613.03 Delivery, Storage, and Handling Deliver materials and products in UV and weather-resistant factory-labeled packages. Store and handle in strict compliance with manufacturer's instructions and recommendations. Protect from damage, weather, excessive temperatures and construction operations. Handle such that soil does not fill, clog, or otherwise reduce the infill area intended for the FGM.

613.04 Seeding Seeding shall be in accordance with Special Provision 618 and shall be done after the TRM is in place and accepted.

613.05 Surface Preparation The TRM substrate shall be compost blanket installed in accordance with Special Provision 615 and accepted. The surface to receive the TRM shall be prepared to relatively smooth conditions and free of obstructions, rocks, dirt clods, roots, stumps, depressions, debris, and soft or yielding areas. Erosion features such as rills, gullies, etc. shall be graded out of the surface and replaced with compost blanket before TRM deployment. The surface shall be proofrolled with a static smooth-drum compactor before deploying TRM to ensure the TRM makes intimate contact with the soil and to ensure that the soil has been lightly compacted. Overcompaction shall be avoided.

613.06 Installation The TRM shall be installed in general conformance with the manufacturer's instructions unless otherwise specified on the drawings or herein. On slopes, the long dimension of the TRM shall be aligned with the direction of water flow (down the fall line). Adjacent sheets of TRM shall overlap a minimum of 4 inches with the upslope sheet lapped over the downslope sheet. Anchor devices (pins or staples) shall be installed at the minimum frequency of 2-1/2 anchors per square yard. Seams between sheets of TRM shall be anchored at 1-foot centers. Specific to this project, the TRM shall extend a minimum of 8 feet past the crest of the steep slope and anchored with additional staples/pins (maximum spacing of 1-foot on center); no anchor trench shall be cut. Care shall be taken during installation to avoid damage occurring to the TRM or the TRM becoming clogged as a result of the installation process. Should the TRM become damaged or clogged during installation, a TRM patch shall be placed over the damaged area extending 3 feet beyond the perimeter of the damage and secured with multiple anchor devices.

613.08 Method of Measurement TRM will be measured by the square yard based upon the in-place area of TRM installed and accepted.

613.09 Basis of Payment TRM of the type specified will be paid for at the contract unit price per square yard complete in place and accepted. Subgrade preparation, lap and scrap, and anchoring devices will be considered incidental to the contract unit price of TRM.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
613.40	Turf Reinforcement Mat (TRM)	square yard

SPECIAL PROVISION
SECTION 615
COMPOST BLANKET

Supplement Section 615 - LOAM with the following:

615.01 Description This work shall consist of furnishing and placing a 50% compost / 50% loam mix pneumatically to create a uniform fill blanket (compost blanket) that is in reasonably close conformity with the thicknesses and locations called for on the plans or as authorized.

615.02 Materials Loam for the compost blanket shall meet the requirements set forth in standard specification Sections 615 and 717.09. Compost for the compost blanket shall meet the following requirements:

Compost shall be produced by the aerobic (biological) and biochemical decomposition of source separated organic materials. Compost shall be derived from a mixture of the following feedstock materials:

1. Green material consisting of chipped, shredded, or ground vegetation, or clean processed recycled wood products (MaineDEP Type IA, IB)
2. Biosolids (MaineDEP Type II)
3. Manure
4. Mixed food waste (MaineDEP Type 1B, IC)

Compost shall not be derived from mixed municipal solid waste and must be reasonably free of visible contaminants. Compost shall not contain paint, petroleum products, pesticides, industrial residuals or any other chemical residues harmful to animal life or plant growth. Compost shall not possess objectionable odors. The compost shall be produced at a licensed facility as specified under the State of Maine Department of Environmental Protection Chapter 410: Composting Facilities that regulates Solid Waste Facilities. If exempt from State permitting requirements, the composting facility shall certify that it follows guidelines and procedures for production of compost meeting the environmental standards of Chapter 410.

Compost shall meet the following parameters:

Acidity range:	5.5 pH to 8.5 pH
Moisture content:	30-60 % wet weight basis
Organic content:	25-65 % dry weight basis
Particle Size:	100% passing 3 inch 90-100% passing 1 inch 65-100% passing 3/4 inch 0-75% passing 1/4 inch
Physical Contaminant:	<1 % (dry weight basis)
Soluble Salts:	5.0 max m mhos/cm
Carbon: Nitrogen Ratio:	15-25:1
Total Nitrogen:	<1.7%
Organic N:	<1.5%
Total Phosphorous:	<1.0%
Total Potassium:	<0.5%

Maturity Test: The finished compost must be tested and classified as “Very Mature” by one of the following methods.

Method	Units	Very Mature	Mature	Immature
Oxygen Uptake Rate (OUR Test)	O ₂ / unit TS / hr	<0.4	0.4 – 1.3	> 1.3
Specific Oxygen Uptake Rate (SOUR Test)	O ₂ / unit BVS / hr	<0.5	0.5 – 1.5	>1.5
Dewar Self-Healing Test	Temp. rise (°C)	<10	10 – 20	>20
Solvita Test	Index value	7 – 8	5 – 6	<5

Compost shall conform to all applicable specification requirements prior to its final placement on the project. The practice of culling deleterious or out-of-specification material after placement and/or grading in place will not be allowed.

615.03 Submittal Requirements The contractor shall provide MaineDOT with a 5-gallon compost sample and documentation from the compost supplier of the following information:

1. The source(s) of compost.
2. Laboratory results that show that the compost delivered to the project meets the compost parameters listed above. An independent Seal of Testing Assurance (STA) Program certified laboratory shall perform the analysis.
3. Compost supplier references documenting that they are fully permitted by the MaineDEP to produce compost.

615.04 Preparing Areas All slopes and other areas where the compost blanket is to be placed shall be shaped to the required grade. The area shall be uniformly graded and be free of obstructions, rocks, clods, roots and soft or low density pockets of material that could result in the concentration of surface water drainage. This may require hand raking to meet this standard. Prior to placing compost, the slopes shall be scarified or roughened by trackwalking or rolling with a static sheepsfoot roller to ensure a stable bond between the subgrade and overlying compost blanket.

615.05 Placing Compost Blanket The compost blanket material (50% compost / 50% loam mix) shall be placed in the locations shown in the plans. Compost blanket shall be placed by the contractor by mechanical means such as a spreader unit (e.g., bulldozer or manure spreader) or pneumatic blower. Unless otherwise directed by the Resident, the compost blanket shall be spread to the uniform final thickness of 2 inches after light compaction. Compost shall be spread in a manner as to establish a reasonably loose and friable bedding layer for the Turf Reinforcement Mat (TRM). To insure adequate finished density, the compost shall be rolled with a 100 pond roller or other approved means after spreading with one of the aforementioned methods.

615.06 Maintenance and Inspections The Contractor shall maintain the installed compost blanket weekly and before and after storm events until the TRM is installed and seeded and vegetative cover is fully established. The Contractor shall maintain the compost blanket by repairing all damaged areas and by correcting all shifting of the blanket due to wind, water, or other causes.

Falmouth
WIN 21720.00
WIN 22672.00
January 31, 2022

615.07 Method of Measurement Compost blanket (50% compost / 50% loam mix) will be measured by the cubic yard complete in place after finishing to the required depths as shown on the plans or directed. Lateral measurements will be parallel with the slope of the ground.

615.08 Basis of Payment Compost blanket will be paid for at the contract unit price per cubic yard, in place and accepted

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
615.081	Compost Blanket	cubic yard

SPECIAL PROVISION
SECTION 618
SPECIAL SEEDING METHOD

(Flexible Growth Medium and Special Seed Mix Applied to Turf Reinforcement Mat)

Replace SECTION 618 - SEEDING with the following:

618.01 Description This work shall consist of furnishing and installing by hydraulic application Special Seed Mix together with a Flexible Growth Medium (FGM) on a Turf Reinforcement Mat (TRM). The TRM shall be installed in accordance with Special Provision 613 over a prepared Compost Blanket that is installed in accordance with Special Provision 615 prior to seeding. The Compost Blanket and TRM together with the FGM and Special Seed Mix is intended to create a permanent vegetated surface that is resistant to erosion.

618.02 Materials

- a. Turf Reinforcement Mat (TRM) shall be as specified in Special Provision 613 and Compost Blanket shall be as specified in Special Provision 615.
- b. Special Seed Mix shall be as specified in Special Provision 717.03.
- c. Flexible Growth Medium (FGM) shall be composed of long strand thermally refined wood fibers, crimped interlocking man-made fibers, and performance-enhancing additives. The FGM shall be intended for hydraulic application and shall not require a curing period. Upon application, the FGM shall infill and form an intimate bond with the seed, TRM and Compost Blanket surface to create a continuous, porous, absorbent and flexible erosion resistant blanket that allows for rapid germination and accelerated plant growth.

The FGM shall be Flexterra as manufactured for use with Profile Products' "Green Armor System," or shall be an approved equal that is compatible with the approved TRM.

The FGM shall have the following composition:

COMPOSITION	
Thermally Processed Wood Fibers	74.5% ± 3.5%
Proprietary Crosslinked Hydro-Colloid Tackifiers and Activators	10% ± 1%
Proprietary Crimped, Interlocking Fibers	5% ± 1%
Moisture Content	10.5% ± 1.5%

The FGM shall meet the following requirements when uniformly applied at a rate of 3,500 pounds per acre to the TRM under laboratory conditions:

PROPERTY	TEST METHOD	REQUIREMENT
PHYSICAL		
Mass Per Unit Area	ASTM D6566 ¹	11.5 oz/yd ²
Thickness	ASTM D6525 ¹	0.19 in
% Ground Cover	ASTM D7367 ¹	99%
Water Holding Capacity	ASTM D7367	1500%
Flexural Rigidity (wet)	ASTM D6575	0.138 oz-in
Cure Time	Observed	< 2 hr
Color (fugitive dye)	Observed	Green
ENDURANCE		
Functional Longevity ²	Observed	≤ 18 months
PERFORMANCE		
Cover Factor ³ (6 in/hr event)	ASTM D7101 ¹	0.0066
% Effectiveness ⁴	ASTM D7101 ¹	≥ 99%
Cover Factor ³	Large Scale ⁵	≤ 0.01
% Effectiveness ⁴	Large Scale ⁵	≥ 99.0%
Shear Stress	ASTM D7207 ¹	1 lb/ft ²
Vegetation Establishment	ASTM D7322 ¹	800%

1. ASTM Test methods developed for Rolled Erosion Control Products and have been modified to accommodate hydraulically applied erosion control Products
2. Functional longevity is an estimate of product functionality and is dependent upon moisture, light, microbial and other environmental conditions
3. Cover Factor is calculated as soil loss ratio of treated surface versus untreated control surface
4. % Effectiveness = One minus Cover Factor multiplied by 100%

- d. Fertilizer and lime shall meet the requirements set forth in standard specification Sections 717.01 and 717.02, respectively.

618.03 Delivery, Storage, and Handling Deliver materials and products in UV and weather-resistant factory-labeled packages. Store and handle in strict compliance with manufacturer's instructions and recommendations. Protect from damage, weather, excessive temperatures, and construction operations.

618.04 Time of Initial Seeding Time of initial seeding shall be as set forth in standard specification Section 618.04.

618.05 Rates of Application

- a. Special Seed Mix shall be applied at the rate of 2 lbs per unit (1,000 square feet)
- b. FGM shall be applied at a rate of 4,000 lbs/acre.
- c. Fertilizer and lime shall be applied at the rates set forth in standard specification Section 618.03, Paragraphs a and b.

618.06 Construction

- a. Special Seed Mix and FGM, together with fertilizer and lime, shall be applied hydraulically to the TRM subsequent to final inspection and acceptance of the TRM.
- b. Strictly comply with manufacturer's mixing and installation instructions and recommendations.
- c. A mechanically-agitated mixing device is recommended.
- d. Use approved hydro-spraying machine with fan-type nozzle to achieve best soil coverage. Apply from opposing directions to ensure 100% surface coverage.
- e. Apply in a two-step process as follows, to be completed in immediate succession such that the seed applied in Step 1 is not left unprotected, especially if precipitation is imminent:
 - 1. Step 1: apply fertilizer, lime, and 50% of seed with a small amount of FGM for visual metering;
 - 2. Step 2: mix balance of seed with and apply FGM at a rate of 50 lb per 125 gallons of water over freshly seeded surfaces.

618.07 Maintenance and Acceptance Maintenance and acceptance of special seeded areas shall be as set forth in standard specification Section 618.10.

618.08 Method of Measurement Special Seeding shall be measured for payment as set forth in standard specification Section 618.11.

618.09 Basis of Payment Special Seeding will be paid for at the contract unit price per unit (1,000 square feet) complete in place and accepted.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
618.146	Seeding Hydromulch Growth Medium	unit (1,000 sq ft)

SPECIAL PROVISION
SECTION 620
GEOTEXTILES
(Drainage Geocomposite)

Description This work shall consist of furnishing and placing Drainage Geocomposite and Weep Hole Connections as specified herein, as shown on the plans, and as directed by the Resident. Geocomposite Drainage shall consist of a formed polystyrene core covered on one side with a non-woven, needle-punched polypropylene filter fabric.

Materials Drainage Geocomposite must be a composite system consisting of permeable geotextile and three-dimensional polymeric core providing equal flow in two perpendicular directions.

The Contractor shall furnish and install a Drainage Geocomposite as a hydrostatic water relief system. The Drainage Geocomposite shall be tied in to a water discharge system or weep holes. The weep holes shall be fitted with Weep Hole Connections, that effectively drain water from the geocomposite through the weep holes. The Weep Hole Connections may consist of Sitedrain AWD-102, Option 2 – Drain Gate connections, or equivalent.

Drainage Geocomposite work shall consist of furnishing all materials and labor required for placing and securing Drainage Geocomposite material, connection pipes, footing drains, weep holes and Weep Hole Connections, and horizontal drains, as shown on the Plans or as directed by the Resident.

Quality Assurance Testing Drainage Geocomposite must be backed by a Letter of Certification from the Manufacturer that the flow rate in the plane of the core meets or exceeds the specified flow given herein and determined by ASTM D4716.

Submittals The required submittals are as follows:

A. Submit Letter of Certification that material meets or exceeds physical properties per the following table.

B. The design layout of the Drainage Geocomposite including type, spacing, overlap, collection drainage, and other information.

Product Specification The Drainage Geocomposite shall consist of Miradrain 6000XL, Amerdrain 500, or equal that meets or exceeds the following properties:

TYPICAL PROPERTIES Fabric Properties	Typical Value	Test Method
Material	Non-woven Polypropylene	
Grab tensile strength	100 lbs	ASTM D4632
Puncture strength	65 lbs	ASTM D4833
AOS	70 sieve	ASTM D4751
Permeability	0.3 cm/sec	ASTM D4491
Core properties		
Material	Polystyrene	
Compressive strength	15,000 psf	ASTM D1621 (Mod.)
Product properties		
Flow capacity per unit width ¹	16 gpm/ft	ASTM D4716

¹ In Plane Flow Rate, Gradient = 1.0

All numeric values in the above table, except AOS, represent minimum average roll values in the weakest principal direction (i.e., average test results of any roll in a lot sampled for conformance or quality assurance testing shall meet or exceed the minimum values). Values for AOS represent maximum average roll values.

Placement Requirements The Drainage Geocomposite shall be installed by methods approved by the Manufacturer.

The installer shall place the Drainage Geocomposite at the elevations and alignment shown on the Plans, as noted and as directed by the Resident. The Drainage Geocomposite shall be installed with the fabric side toward the soil.

When installing the Drainage Geocomposite:

- Start at the low point of the wall and attach the panel to the wall.
- Weep Hole Connections shall be installed in conjunction with the Drainage Geocomposite.
- Adjacent panels may be:
 - (1) Joined together with the lateral edge of the next/upper panel placed over the flanged edge of the lower panel;
 - (2) Overlap the dimples of the preceding panel onto the dimples of the previous panel by 2 inches.

The Drainage Geocomposite from the adjacent panels shall overlap the preceding panel. The overlap fabric can be adhered with the Manufacturer's approved tape or duct tape. The Drainage Geocomposite shall be attached to non-waterproofed walls with contact adhesive, tape or concrete nails. The Drainage Geocomposite will be permanently secured prior to completion of backfilling.

Backfilling shall be placed within seven days of Drainage Geocomposite installation. Backfill to at least 6 inches above the top edge of the Drainage Geocomposite.

The top or terminal edge of the Drainage Geocomposite shall be covered by applying a piece of filter geotextile, meeting the requirements of MaineDOT Standard Specification Section 722.03, over the edge sufficient in width to prevent soil or other foreign construction materials from intruding into or behind the Drainage Geocomposite panels.

If necessary, the Drainage Geocomposite and filter geotextile shall be positioned by hand to minimize wrinkles.

Unanticipated subsurface drainage features exposed in the excavation shall be drained independently of the Drainage Geocomposite.

Backfill Requirements Structural backfill as shown on the Plans shall be placed immediately against the Drainage Geocomposite. Care shall be taken during the backfill operation not to damage the geotextile surface of the drain. The backfill shall be placed and compacted in accordance with the project Plans and specifications. Care shall also be taken to avoid excessive settlement of the backfill material. The Drainage Geocomposite, once installed, shall not be exposed for more than seven days prior to backfilling.

Storage Requirements The Contractor shall check the Drainage Geocomposite upon delivery to ensure that the proper material has been delivered. The Contractor shall be responsible for the storage of the Drainage Geocomposite material at the site.

Drainage Geocomposite shall be provided in rolls wrapped with a protective covering and stored in a manner, which protects the material from temperatures greater than 140° F, mud, dirt, dust, and debris. Protective wrapping shall not be removed until immediately before the Drainage Geocomposite is installed.

Drainage Geocomposite material shall be delivered and stored in original packages bearing the Manufacturer's name. The fabric shall not be exposed to direct sunlight for more than seven days during its storage and installation. The Drainage Geocomposite material shall be stored in a clean, dry environment out of the pathway of construction equipment. Each roll of Drainage Geocomposite material shall be labeled to identify the production run.

Repair Requirements Prior to the placement of the Drainage Geocomposite each roll shall be inspected for damage resulting from construction.

Any ripped, torn, or damaged areas of the Drainage Geocomposite material shall be removed and patched by placing a patch large enough to cover the damaged area and provide a sufficient overlap on all sides to fasten. The patch shall be secured to the original Drainage Geocomposite material using the Manufacturer's approved methods. If the hole width or tear width across the panel is more than 50% of the width of the material, the damaged area shall be cut out and the two

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portions of the Drainage Geocomposite material shall be joined in accordance with the placement requirement.

If the damage occurs to the Drainage Geocomposite material during shipping, handling, or installation, the damaged areas shall be cut out and a repair section of Drainage Geocomposite shall be installed at the Contractor's expense.

Method of Measurement Drainage Geocomposite installation shall be measured by the square yard in place and accepted. Measurements will not be made for overlaps, patches, and repairs.

Basis of Payment The accepted quantity of Drainage Geocomposite installed shall be paid for at the contract unit price per square yard, which shall be full compensation for off-loading, inspection, storage, materials, equipment, and any incidentals necessary to complete the installation.

The cost and placement of the drainage collection pipe will be incidental to the installation of the Drainage Geocomposite.

Payment will be made under:

<u>Pay Item</u>	<u>Unit</u>
620.66 Drainage Geocomposite	Square Yard

SPECIAL PROVISION
SECTION 634 – HIGHWAY LIGHTING
(Bridge and Highway Lighting including Wire)

Standard Specification Section 634 is amended as follows:

634.01 Description: The following paragraph is added:

This work shall consist of furnishing all labor, materials, equipment and incidentals for the installation of under-bridge wall lighting in accordance with the specifications and in reasonably close conformity with the Contract Plans.

The following subsection is added:

634.028 Under-bridge Wall Lighting Materials

Light Fixtures Wall mounted luminaires shall be furnished by Holophane Lighting: Catalog Number HLWPC2 P30 40K T3M MVOLT GYSDP; Description Wall pack Full Cutoff LED, Performance Package P30, 4000k CCT, Auto-Sensing Voltage, Type III Medium; LED Lamp, 6983 Lumens per Lamp; 120-277 volts, and 28 Wattage.

Conduit All above-ground electrical conduit shall be rigid galvanized steel. All underground conduit shall be non-metallic. Wire size and conduit fill ratios shall be in accordance with the NEC.

The following subsection is added:

634.0611 Under-bridge Wall Lighting

The lighting details shown in the Contract Plans are preliminary and provided for bidding purposes.

The Electrical Service Cabinet will be the same used for the NB traffic signal controller/cabinet. The Contractor shall provide and install the additional equipment required for the proposed lighting. Separate breakers will be installed for the Lighting circuits, and coordinated so that a fault in the lighting circuit will not effect the traffic signals. The Contractor shall supply and install a photocell at the Electrical Service Cabinet to control the under-bridge wall lighting. Conduit from the bridge to traffic controller will be 1 ½ inch pvc. No splices/ terminations will be done underground.

The above ground wall pack conduit shall be ridged ¾ inch galvanized steel per Standard Specification 626. The Contract Plans are illustrative only for length and location. The lights shall be mounted 15 feet above finished grade/pavement surface. The number and size of conduits, pull boxes and junction boxes shown in the Contract Plans are illustrative only. The actual number and size of conduits, pull boxes and junction boxes required shall be

determined by the Contractor. Installation of conduit and junction boxes, including trenching, excavation, bedding and backfilling, shall be in accordance with the requirements of Section 626 of the Standard Specifications, except that payment will not be made under that Section.

General Requirements: The luminaries shall run on 120 volt power supply and shall meet the requirements of Lithonia D-Series Size 1 LED Wall Luminaire with a 10c (10 LEDs) performance package with a T3M Distribution, or approved equal. Wall luminaires shall be wall mounted with a black finish. 2 - 120 volt circuits shall feed the wall packs, one circuit for the northbound side and one circuit for the southbound side . Wire size will be #12 thwn. Three wall packs will be located the northbound side and 3 wall packs will be located on the southbound side, final light location will be approved by the resident engineer.

Luminaires shall be attached to each side of the pier. LED light and electrical conduit locations shall be approved by the Resident prior to attachment to the structure. Attachment to the structure shall not damage any of the reinforcing.

634.092 Method of Measurement The following paragraph is added:

Under-bridge Lighting Including Conduit & Wiring will be measured by the lump sum.

634.093 Basis of Payment: The following paragraph is added:

All materials, labor and equipment required to incorporate LED luminaries, electrical conduit, photocell will be included in the lump sum price.

The accepted under-bridge lighting will be paid for at the contract lump sum price. The lump sum payment for the under-bridge lighting shall be full compensation for furnishing, installing and testing the lighting. This includes but is not limited to: light fixtures and all mounting hardware; electrical service equipment for the electrical service cabinet; photo cells; conduit; excavation, backfill; all hardware for conduit and junction box attachments to existing concrete surfaces; all pull boxes and junction boxes; all wiring and fuses.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
634.161 Bridge & Highway Lighting Including Wire	Lump Sum

SPECIAL PROVISION
SECTION 643
TRAFFIC SIGNALS
Non-Invasive Detection (Advance)

The provisions of Section 643 of the 2020 Standard and Supplemental Specifications with the following additions and modifications shall apply:

643.01 Description

This item shall consist of furnishing and installing a non-invasive advance vehicle detection system including all necessary fittings, mounting hardware and appurtenances necessary to provide for a fully operational system at the locations shown on the plans or as indicated by the Maine Department of Transportation (MaineDOT).

643.021 Materials

The non-invasive advance vehicle detection system shall include a stand-alone, radar-based detector and an integrated machine processor, Microsoft Windows based configuration software that provides for configuring the non-invasive advance vehicle detection system. The Non-Invasive Detection (Advance) shall include equipment meeting the following and all the requirements as defined under item 718.13. The use of a hybrid/combination unit to meet the following specifications shall not be allowed. A hybrid/combination unit is defined as a device designed to function using multiple detection technologies. The interface provided shall provide for the viewing of real time detection data and updating the memory of the non-invasive advance vehicle detection system. All mounting hardware, Ethernet communications interface panel, Advanced Transportation Controller Cabinet (ATCC) detector interface panel, detector cabling, all associated equipment, software and licenses and miscellaneous fittings, cabinet wiring, and all labor, materials and equipment required to complete the installation shall be included. The non-invasive detection system shall be integrated into the ATCC cabinet and made fully functional. No additional hardware, software items and/or subscription fees/costs shall be needed/allowed to satisfy the requirements as defined in these specifications. The non-invasive advanced vehicle detector shall be the Wavetronix Smart Sensor Advance or approved equal.

All non-invasive advance vehicle detection system components shall be current production equipment produced by the same manufacturer as otherwise noted herein or approved in advance by MaineDOT. The non-invasive advance vehicle detection system hardware shall operate without degradation over a temperature range of -40 to 165 degrees Fahrenheit at a relative humidity up to 95% non-condensing.

The non-invasive advance vehicle detection system must meet the National Electrical Manufacturers Association (NEMA) 250 Standards for the enclosure, be able to detect vehicles at a minimum of 600 ft distance from the detector and the ability to simultaneously detect and

track multiple vehicles. The non-invasive advance vehicle detection system's hardware and software used to setup, configure, and communicate must be compatible with the vehicle detection's operating system.

643.025 Construction Requirements

The Contractor shall be responsible for furnishing all training, labor, materials, cables, connectors, tools, equipment, shipping and incidental items necessary to complete the installation and make the non-invasive advance vehicle detection system fully operational.

Installation of the non-invasive advance vehicle detection system shall include the installation of any and all associated equipment including, but not limited to, the following:

- a) Detector assembly with integrated machine vision processor. The Contractor shall furnish one assembly per designated approach as indicated in the plans.
- b) Detector Ethernet communications interface panel. The Contractor shall furnish one detector communications interface panel per cabinet.
- c) ATCC detector interface panel. The Contractor shall furnish one detector ATCC detector interface panel per cabinet.
- d) Detector Cable. The Contractor shall furnish the specified cable type, all connectors, sealing tape and incidental work necessary to complete the installation of the connector cable between the detector assembly and the interface panel.
- e) Mounting Brackets and Ancillary Equipment and Labor. The Contractor shall furnish detector mounting brackets and all associated equipment labor, materials and incidental work necessary to attach the detector assemblies to a mast arm or extension bracket, complete the installation and make the non- invasive advance vehicle detection system fully operational.

The Contractor shall install the Non-Invasive Detection (Advance) processor system software on the cloud-based Central Management System (CMS). In addition, the Contractor shall install and configure the Non-Invasive Detection – Advance system software on ten (10) computers/systems as required by MaineDOT to allow for visual confirmation of the detection zones as shown on the plans.

All equipment shall be installed and wired in a neat and orderly manner in conformance with the manufacturer's instructions. The detector assembly(s) shall be installed attached to a support structure in accordance with the manufacturer's instructions to provide the optimal field of detection as directed by MaineDOT and/or the Engineer.

The non-invasive advance vehicle detection zones shown on the plans are for illustrative purposes only. Final detection zones shall be located in the field and approved by MaineDOT and/or Engineer.

The installation will be considered complete when the Contractor shows that the non-invasive advance detection system has successfully and consistently placed a call to the Advanced Transportation Controller (ATC). The call shall be placed when a vehicle has been detected in the dilemma zone as shown on the plans. In addition, the completed installation shall provide remote access to the Non-Invasive Detection - Advance system via MaineDOT control and or the cloud-based CMS/ACST.

643.18 Method of Measurement

The non-invasive advance vehicle detection system will be measured for payment as a lump sum for a fully installed and operational Non-Invasive Detection (Advance) system. All items, equipment, labor, incidentals and testing required to create a fully functional system will be considered incidental to the cost of this item. The item shall be unconditionally warranted for at least 3 years from installation and certified to comply with the product's published specification by an independent laboratory.

643.19 Basis of Payment

Payment will be full compensation for furnishing, transporting, handling, and installing the materials and equipment specified and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
643.22 Non-Invasive Detection (Advance): Bucknam Road & I-295 SB Ramps	Lump Sum
643.22 Non-Invasive Detection (Advance): Bucknam Road & I-295 NB Ramps	Lump Sum

SPECIAL PROVISION
SECTION 643
TRAFFIC SIGNALS
Non-Invasive Detection (Phase Priority)

The provisions of Section 643 of the 2020 Standard and Supplemental Specifications with the following additions and modifications shall apply:

643.01 Description

This item shall consist of furnishing and installing a non-invasive phase priority vehicle detection system including all necessary fittings, mounting hardware and appurtenances necessary to provide for a fully operational system at the locations shown on the plans or as indicated by the Maine Department of Transportation (MaineDOT).

643.02 General

At Bucknam Road, I-295 NB Ramps/Legion Road, this includes but is not limited to:

- Furnish and install 6" x 6" pressure treated wood breakaway post meeting MaineDOT Standard Construction Details. Height of the post to be determined in the field based on manufacturer requirements for FLIR TrafiCam.
- Furnish and install DT26 aluminum pole-mounted cabinet
- Furnish and install FLIR TrafiCam with TrafiCam Interface (TI)
- Furnish and install Time Delay Relay
- Furnish and install power and communication to controller cabinet for intersection of Bucknam Road with I-295 NB Ramps & Legion Road. Power and communication shall be underground alongside the I-295 NB Off-Ramp, then shall be aerial at the intersection, as shown on the Plans.

643.021 Materials

The non-invasive phase priority vehicle detection system shall include a stand-alone, infrared-based detector and an integrated machine processor, Microsoft Windows based configuration software that provides for configuring the non-invasive phase priority vehicle detection system. The Non-Invasive Detection (Phase Priority) shall include equipment meeting the following and all the requirements as defined under item 718.13. The use of a hybrid/combination unit to meet the following specifications shall not be allowed. A hybrid/combination unit is defined as a device designed to function using multiple detection technologies. The interface provided shall provide for the viewing of real time detection data and updating the memory of the non-invasive phase priority vehicle detection system. All mounting hardware, Ethernet communications interface panel, Advanced Transportation Controller Cabinet (ATCC) detector interface panel, detector cabling, all associated equipment, software and licenses and miscellaneous fittings, cabinet wiring, and all labor, materials and equipment required to

complete the installation shall be included. The non-invasive detection system shall be integrated into a DT26 cabinet, then connected via conduit and aerial connections to the ATCC cabinet and made fully functional. No additional hardware, software items and/or subscription fees/costs shall be needed/allowed to satisfy the requirements as defined in these specifications. The non-invasive phase priority vehicle detector shall be the FLIR TraqCam or approved equal.

All non-invasive phase priority vehicle detection system components shall be current production equipment produced by the same manufacturer as otherwise noted herein or approved in advance by MaineDOT. The non-invasive phase priority vehicle detection system hardware shall operate without degradation over a temperature range of -40 to 165 degrees Fahrenheit at a relative humidity up to 95% non-condensing.

The non-invasive phase priority vehicle detection system must meet the National Electrical Manufacturers Association (NEMA) 250 Standards for the enclosure. The non-invasive phase priority vehicle detection system's hardware and software used to setup, configure, and communicate must be compatible with the vehicle detection's operating system.

643.025 Construction Requirements

The Contractor shall be responsible for furnishing all training, labor, materials, cables, connectors, tools, equipment, shipping and incidental items necessary to complete the installation and make the non-invasive phase priority vehicle detection system fully operational.

Installation of the non-invasive phase priority vehicle detection system shall include the installation of any and all associated equipment including, but not limited to, the following:

- a) Detector assembly with integrated machine vision processor. The Contractor shall furnish one assembly per designated approach as indicated in the plans.
- b) Detector Ethernet communications interface panel. The Contractor shall furnish one detector communications interface panel per cabinet.
- c) ATCC detector interface panel. The Contractor shall furnish one detector ATCC detector interface panel per cabinet.
- d) Detector Cable. The Contractor shall furnish the specified cable type, all connectors, sealing tape and incidental work necessary to complete the installation of the connector cable between the detector assembly and the interface panel.
- e) Mounting Brackets and Ancillary Equipment and Labor. The Contractor shall furnish detector mounting brackets and all associated equipment labor, materials and incidental work necessary to attach the detector assemblies to a mast arm or extension bracket, complete the installation and make the non- invasive advance vehicle detection system fully operational.

The Contractor shall install the Non-Invasive Detection (Phase Priority) processor system software on the cloud-based Central Management System (CMS). In addition, the Contractor shall install and configure the Non-Invasive Detection – Phase Priority system software on ten (10) computers/systems as required by MaineDOT to allow for visual confirmation of the detection zones as shown on the plans.

All equipment shall be installed and wired in a neat and orderly manner in conformance with the manufacturer's instructions. The detector assembly(s) shall be installed and attached to a support structure in accordance with the manufacturer's instructions to provide the optimal field of detection as directed by MaineDOT and/or the Engineer.

The non-invasive phase priority vehicle detection zones shown on the plans are for illustrative purposes only. Final detection zones shall be located in the field and approved by MaineDOT and/or Engineer.

The installation will be considered complete when the Contractor shows that the non-invasive phase priority detection system has successfully and consistently placed a phase priority call to the Advanced Transportation Controller (ATC). The call shall be placed when a vehicle has been present in the phase priority detection zone for 30 continuous seconds. In addition, the completed installation shall provide remote access to the Non-Invasive Detection – Phase Priority system via MaineDOT control and or the cloud-based CMS/ACST.

643.18 Method of Measurement

The non-invasive phase priority vehicle detection system will be measured for payment as a lump sum for a fully installed and operational Non-Invasive Detection (Phase Priority) system. All items, equipment, labor, incidentals and testing required to create a fully functional system will be considered incidental to the cost of this item except conduit for the underground power and communications shall be measured for payment in accordance with Section 626. The item shall be unconditionally warranted for at least 3 years from installation and certified to comply with the product's published specification by an independent laboratory.

643.19 Basis of Payment

Payment will be full compensation for furnishing, transporting, handling, and installing the materials and equipment specified and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work except payment for conduit for the underground power and communications shall be in accordance with Section 626.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
643.23 Non-Invasive Detection (Phase Priority): Bucknam Road & I-295 NB Ramps	Lump Sum

SPECIAL PROVISION
SECTION 643
TRAFFIC SIGNALS

The provisions of Section 643 of the 2020 Standard and Supplemental Specifications with the following additions and modifications shall apply:

643.02 General

This work shall include any and all modifications to traffic signals at the intersections of Bucknam Road with I-295 NB Ramps/Legion Road, I-295 SB Ramps/Rich Way, and Falmouth Road/Middle Road as well as any and all modifications necessary for coordination of these signals as defined and noted on the plans.

At Bucknam Road, I-295 NB Ramps/Legion Road, this includes but is not limited to:

- Removal of existing signal equipment, foundation, and strain poles, as noted on the plans. Existing signal heads, overhead signs, and other equipment in satisfactory condition, as determined by Resident, shall be salvaged to the Department.
- Furnish and install three (3) 40' Class 4 wood traffic signal poles with luminaires as specified in the plans and including risers as needed
- Furnish and install span wire connecting all three signal poles and relocated utility pole CMP 12/2/220
- Aerial power connection to relocated utility pole CMP 12/219
- Relocate existing ground mounted ATC cabinet on new foundation. Reuse Trafficware 980 ATC Type 2 Controller, MMU, meter socket and disconnect, as well as other ancillary equipment within relocated cabinet.
- Furnish and install FMU in relocated cabinet.
- Furnish and install 360 degree video camera for stop bar detection.
- Furnish and install emergency preemption receivers and confirmation strobe.
- Furnish and install seven (7) three-section signal heads and one (1) five-section signal head
- Furnish and install two (2) 16"x18" top mounted countdown pedestrian signal heads with ADA compliant accessible pedestrian signal (APS) push buttons.
- Connect aerial fiber interconnect to relocated cabinet and program initial signal timing and coordination

At Bucknam Road, I-295 SB Ramps/Rich Way, this includes but is not limited to:

- Removal of existing signal equipment, as noted on the plans. Existing signal heads, overhead signs, and other equipment in satisfactory condition, as determined by Resident, shall be salvaged to the Department.
- Furnish and install span wire connection to relocated utility poles

- Relocate existing pole-mounted cabinet to relocated utility pole CMP 224. Reuse existing Trafficware 980 ATC Type 2 Controller, MMU, meter socket and disconnect, as well as other ancillary equipment within new ground mounted cabinet.
- Furnish and install FMU in new cabinet.
- Furnish and install 360 degree video camera for stop bar detection.
- Furnish and install emergency preemption receivers, confirmation strobe, and 4-channel pre-emption phase selector assembly.
- Furnish and install railroad preemption connections. Railroad preemption shall override emergency vehicle preemption.
- Furnish and install seven (7) three-section signal heads and one (1) five-section signal head
- Connect aerial fiber interconnect to new cabinet and program initial signal timing and coordination

Traffic signals shall not be placed into colors until functionality for railroad preemption has been connected, tested, and accepted by MaineDOT.

At Bucknam Road/Falmouth Road/Middle Road, this includes but is not limited to:

- Furnish and install emergency preemption receivers, confirmation strobe, and 4-channel pre-emption phase selector assembly.
- Furnish and install tunnel visors and 5" wide backplates with yellow retroreflective tape on all nine (9) existing signal heads.
- Program initial signal timing and coordination

Any temporary reconfiguration or modification of the existing signals required during construction to accommodate the Contractor's means and methods shall be incidental to this work. The Contractor shall submit their timing plan for temporary maintenance of traffic at least 2 weeks prior to being put in place. The timing plan shall be stamped by a Licensed Professional Engineer.

643.19 Basis of Payment

Traffic Signal Modifications will be paid for at the contract lump price, which payment will be full compensation for furnishing and installing all materials, including but not limited to, controllers, malfunction monitor units, vehicular and pedestrian signal heads with countdown timers, retroreflective backplates, cabinets, generator transfer switches, astro-brackets, aerial disconnects, APS buttons, wiring, signal cable, LED lamps, overhead span wire mounted signs (in accordance with Section 645 and 719 and paid as Item 645.271), emergency vehicle/fire and railroad preemption connections, and all appurtenances and incidental required for complete functioning installations and for furnishing all tools and labor necessary for completing the installation.

Video detection system (Item 643.83) will be paid for at the contract lump sum price, which payment will be full compensation for furnishing and installing all materials, including, but not limited to 360 degree video camera units for stop line detection, video processing unit, ancillary

interface boards and cabling, and all other appurtenance and incidental required for a completely functioning installation with capability for remote monitoring and adjustment.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
643.71	Traffic Signal Modification: Bucknam Road & Middle Road	Lump Sum
643.71	Traffic Signal Modification: Bucknam Road & I-295 SB Ramps	Lump Sum
643.71	Traffic Signal Modification: Bucknam Road & I-295 NB Ramps	Lump Sum
643.83	Video Detection System (Stop Bar): Bucknam Road & I-295 SB Ramps	Lump Sum
643.83	Video Detection System (Stop Bar): Bucknam Road & I-295 NB Ramps	Lump Sum

Highway Lighting Quality Control Checklist

Subsection 634.09 Field Testing

Project Pin # _____

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

Grounding Electrode Resistance at service _____

Number of Circuits _____

Hand-Off-Auto Switch? _____

Circuit #1

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

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

Current draw- (during normal operation)

Leg #1

Leg #2

Operating Voltage at last pole _____

Circuit #2

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

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

Current draw- (during normal operation)

Leg #1

Leg #2

Operating Voltage at last pole _____

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

Electrician's Signature _____

Electrician's License # _____

Highway Lighting Quality Control Checklist

Subsection 634.09 Field Testing

Project Pin # _____

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

Grounding Electrode Resistance at service _____

Number of Circuits _____

Hand-Off-Auto Switch? _____

Circuit #3

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

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

Current draw- (during normal operation)

Leg #1

Leg #2

Operating Voltage at last pole _____

Circuit #4

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

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

Current draw- (during normal operation)

Leg #1

Leg #2

Operating Voltage at last pole _____

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

Electrician's Signature _____

Electrician's License # _____

Traffic Signal Quality Control Checklist

Subsection 643.14 Field Testing

Project Pin #

Grounding Electrode Resistance at service

ID tags on loop amps / detector cards?

Location

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

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

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

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

Electrician's Signature

Electrician's License #

SPECIAL PROVISION
SECTION 645
HIGHWAY SIGNING
(Dynamic Message Sign, Remove and Reinstall)

645.01 Description

The following paragraph is added:

This work shall consist of the removal, disassembly, storage, and re-installation of the overhead Variable Message Sign (VMS) and supporting structure as specified herein and as shown on the Plans. The existing sign structure is located north of Johnson Road on southbound I-295 in Falmouth. Photographs of the existing sign structure are included in this specification. This work includes the following:

- Disassembly of the existing overhead VMS and supporting structure, walkway, wiring and controller cabinet;
- Re-installation of the overhead VMS and supporting structure, controller cabinet, and all labor, materials, and equipment required for the VMS to be in working condition. This includes all trenching, conduit installation, backfill, wiring, and electrical work from the new service pole - to the relocated controller cabinet - to the VMS.
- Repairing or replacing galvanized metal conduit, lightning dissipaters, and grounding on the relocated sign structure and VMS.

The overhead VMS and supporting structure shall be transported by the Contractor from the project site to the following location for storage:

Maine Turnpike Authority
Cumberland Sign Shop
108 Blackstrap Road
Cumberland, Maine

The Contractor shall contact the Resident and Shawn Laverdiere (MTA), (207) 829-3767, Monday through Friday from 7:00 am to 3:30 pm, a minimum of 5 working days advance notice of delivery and unloading of the overhead VMS board and supporting structure.

The overhead VMS and supporting structure shall be adequately secured to wooden pallets for transport. Miscellaneous hardware shall be placed in wooden boxes on wooden pallets. The wooden boxes shall have wooden covers attached with two hinges and a clasp. The clasp shall be secured in the closed position by a method approved by the Resident. The size of the pallets and boxes shall be approved by the Resident. The weight limit on the pallets shall be such that no damage will occur to the pallets or the materials stored on the pallets.

645.02 General

The following paragraphs are added:

Removing and re-installing the overhead VMS and supporting structure shall be completed in accordance with the details as shown on the Plans and provided in the Specifications.

Overhead work shall be performed at night only, in accordance with Specification 652-Maintenance of Traffic.

The Contractor shall take special care as not to damage existing overhead VMS and supporting structure. Any damage caused to existing sign, controller cabinet, sign structure, or sign material shall be replaced by the Contractor at no additional cost to the Department.

Workmanship shall conform to the requirements of: NEC, NESC, ASTM Standards, and the ANSI, the local Utility Companies, the State of Maine, the Maine Turnpike Authority, Manufactures Specifications and any local ordinances that may apply except when otherwise noted on the Plans or in the Special Provisions.

The overhead VMS and associated controls shall be fully operational within 3 weeks after reinstallation of the overhead VMS.

645.021 Materials

The following is added:

Structural Steel	713.01
Heavy-Hex Structural Bolts, Washers, Nuts and DTI's	713.02
Steel Conduit	715.02
Non-metallic Conduit	715.03
Conductors	718.12

All bolts, nuts, connectors and miscellaneous hardware required for re-erecting the sign structure shall be new or like new condition and of the same size, class, and type as those removed. Approved re-use of materials shall be in accordance with the provisions of Section 504 - Structural Steel. Any corroded bolts, U-bolts, connectors or other miscellaneous hardware shall also be replaced.

All replacement structural steel (if required) shall conform to ASTM A36 and shall be hot-dip galvanized in accordance with the requirements of Section 504 – Structural Steel.

Electrical materials shall meet the standards herein, local and public utility codes, and the National Electrical Code (NEC).

All grounding shall meet the requirements of the manufacturers of the devices installed on the project. If the manufacturers' requirements are more stringent than those of the national, state, and local codes, then the manufacturers' grounding requirements shall apply.

All lightning suppression material and installation shall meet the most current NFPA 780 standards.

The Contractor shall furnish and install Transient Voltage Surge Suppression (TVSS) device(s) for all power and communications conductors leaving the equipment cabinets, and ITS equipment, including but not limited to power service, and power and communications for all devices that are external to the cabinet.

645.71 Removing and Reinstalling Existing Sign Structure

The Contractor shall submit a written plan and procedure to the Resident for the removal and re-installation of the overhead VMS and supporting structure, including but not limited to removal, disassembly and reinstallation of the overhead VMS and supporting structure, truss, walkway, controller cabinet, and tightening of anchor bolts and shall be signed and stamped by a Professional Engineer registered in the State of Maine. The installation of anchor bolts shall be in accordance with:

1. AASHTO “Standard Specifications for Structural Supports for Highway Traffic Signs, Luminaries and Traffic Signals”;
2. Follow FHWA Guidelines for the Installation, Inspection, Maintenance and Repair of Structural Supports for Highway Signs, Luminaires, and Traffic Signals.

Existing galvanized sign conduit shall be reinstalled and repaired or replaced in accordance with Section 626, if needed.

Any existing corrosion or damage caused by the Contractor to the galvanized coating shall be touched up after the erection of the truss, walkway, and sign, as directed by the Resident. Repairs to galvanizing shall be in accordance with ASTM A 780, *Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings* (A 780), Annex A1 or A3. Zinc-rich paints for repairs may only be used with approval of the Resident.

While the superstructure is removed, the Contractor shall coordinate with MTA to inspect the foundations.

The Contractor shall perform the following maintenance/repairs to the foundations:

- Clear debris, vegetation, and grout pad remnants
- Replace all top nuts, leveling nuts, and washers
- Coat anchor bolts with a touch-up galvanization
- Seal any wide cracks using epoxy injection.
- Coat foundations with silane

645.073 AC Power Systems

The Contractor shall provide utility power systems to VMS systems as indicated in the Contract Documents.

- a. The Contractor shall make the necessary arrangements with the utility company to ensure having needed utility service available at the time of equipment testing and turn-on. Any utility energization, connection, or disconnection delays will not be a valid reason for a time extension. The Contractor shall be responsible for all utility charges, including connection and monthly service charges, until System Acceptance.
- b. The Contractor shall adhere to all applicable NEC, IEEE 1100-1992, UL 1459, and UL 1950 standards and practices.
- c. The metered service shall include a 100-amp main disconnect with bypass.

645.074 Testing

Testing shall be in accordance with Standard Specification Section 634.09 – Testing. Once the electrical and operational testing has been successfully performed by the Contractor in the presence of the Resident, the Contractor shall provide a minimum of 48 hours of notice to Maine Turnpike Authority tolling system personnel in order for them to complete acceptance testing of the VMS operation.

The Contractor shall provide and document testing on all components of the system in the presence of an Authority representative. Testing shall be prior to disassembly and after reassembly of the VMS. The testing shall meet the following requirements:

- a. The Contractor shall submit a test plan and procedures as detailed herein for the VMS. The test plan shall contain the following elements:
 - i. Proposed date, time, and location of the testing
 - ii. Names and credentials of the Contractor personnel who will be conducting the testing
 - iii. Descriptive overview of the proposed test procedure
 - iv. List of test equipment required to perform the testing
 - v. Test cases and test logging forms which detail every step of the test procedure
- b. Test logging forms shall be presented in tabular format, with separate columns for each of the following:
 - i. Test case description detailing the test step to be performed.
 - ii. Expected result
 - iii. Actual result
 - iv. Pass/fail
 - v. Comments
- c. The Contractor shall supply test logging forms at the time of. The test logging form shall show the device location, date, and the start and end times of the test.
- d. At the end of each test logging form, there shall be signature and date locations for each of the following:

- i. Contractor personnel conducting the test
 - ii. MTA representative witness
 - iii. Department's Resident
- e. Signatures on the test logging form will signify only that the test was performed and witnessed, not that it passed or failed.
- f. The detailed test plan shall be submitted to the Resident Engineer no later than thirty (30) days prior to the beginning of the test phase.
- g. The Contractor shall have approved the test plan prior to submitting a request to schedule the start of test activities. The Contractor shall notify the Resident no less than seven (7) days prior to the beginning of any equipment or systems testing.
- h. Testing shall provide verification and documentation that all requirements as detailed in this Section and the Plans are met. The test plans shall be developed by the Contractor to provide a mechanism that ensures that all Contract requirements have been met and tested successfully and verified.
- i. If any deviations or changes to the approved test plan arise, it shall be resubmitted for review and approval by the Resident Engineer at least fourteen (14) calendar days prior to any planned test activity stage. No tests shall be conducted until the Resident Engineer has approved the test plan.
- j. A summary of tests shall be produced at the completion of the testing phase of the project to ensure that all requirements defined by the system are satisfied.

645.72 Conduit & Wire Installation

The contractor shall furnish and install conduit and trenching in accordance with Standard Specification Section 626.

The Contractor shall install pull-lines in all conduits. The ends of the lines shall be secured in such manner as to prevent accidental withdrawal of the wire. All conduit ends shall be capped with watertight conduit caps. Conduits shall have pulling bell ends.

Ground Mounted Cabinet Foundation shall be constructed per section 626 of the Standard Specifications and Standard Detail 626(03). Conduit feeds to ground mounted cabinet foundation shall include two (2) 3" PVC for electrical power into the cabinet with two (2) 3" conduits out for controls and power to VMS respectively. Embedded conduit stubs shall not be paid for separately, but are included in the ground mounted cabinet foundation item.

The Contractor shall provide detectable warning tape located 12" below grade at all underground conduits.

Cable Installation, shall be in accordance with Standard Specification Section 634.04 – Cable Installation.

The Contractor shall be responsible for contacting Dig-Safe or other non-member utilities as required by the Public Utilities Commission prior to excavating.

645.075 VMS Ground Mounted Control Cabinet (Reuse Existing)

The existing VMS Control Cabinet shall be mounted and installed at a location to be determined with the Resident Engineer and a representative of the MTA, and in conformance with all requirements shown in the Plans and specifications. This work shall include all wiring, cabling, and connecting from the VMS cabinet to the VMS panel.

- a. A 54-inch x 36-inch x 4-inch concrete work pad shall be installed in front of the cabinet door. The pad shall be placed on a minimum of four inches of compacted granular material. The pad shall be set with at least one percent grade such that any water on the pad shall flow away from the cabinet. The VMS cabinet shall be secured to the concrete foundation provided by the Contractor as shown in the Contract Documents. Silicone or other sealant as approved by the Resident shall be applied between the mating surface of the cabinet and the new foundation. Where the work pad is installed on a slope, the depth of the pad shall be increased such that there is at least two inches of the concrete pad below grade.
- b. All exposed high voltage electrical terminals shall be insulated with non-conducting material such as rubber boots or silicon/rubber caulking.
- c. The VMS cabinet shall be electrically bonded to all of its associated metallic VMS support structure grounding systems, as described elsewhere in this document or in the Contract Documents.
- d. The Contractor shall furnish a watertight container inside the cabinet and insert three sets of the control cabinet-wiring diagram.

645.8 Method of Measurement

Removal, disassembly, storage, and re-installation of the overhead Variable Message Sign (VMS) and supporting structure will be measured by the lump sum.

645.9 Basis of Payment

The accepted quantity of removal, disassembly, storage, and re-installation of the overhead Variable Message Sign (VMS) and supporting structure will be paid for at the contract lump sum price, which price shall be full compensation for all materials, equipment, labor and hardware necessary to remove, disassemble, store, and re-install the overhead Variable Message Sign (VMS) and supporting structure in accordance with the Specifications and details as shown on the Plans.

Payment shall also include removing and relocating the existing controller cabinet, galvanized steel conduit, furnishing and installing underground PVC conduits and pull-line for conduit including

trenching. Trenching for conduit will be incidental and shall include excavating, furnishing and placing screened sand and backfilling.

Construction of Ground Mounted Cabinet Foundation is not included with Pay Item 645.157, but paid for separately under Pay Item 626.38.

Lump sum payment shall include all electrical work and shall be full compensation for furnishing, installing, erecting, and testing: wiring in underground conduit, pole wiring, and all other wiring, transformer enclosures, all identification tags, and all materials, labor, equipment, tools, miscellaneous hardware and incidentals necessary to complete the work. No separate payment will be made for bonding, grounding and ground rods including the relocation of the existing lightning suppression and grounding system.

No additional compensation will be made for items replaced as a result of damage occurring during the modification or relocating of existing overhead signs.

Final payment will not be made until the system is fully operational, tested, and accepted by Maine Turnpike Authority.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
645.157 Dynamic Message Sign, Remove and Reinstall	LS

2020 VMS Pictures



1	General view of front face of structure, looking south.



2	General view of back side of structure, looking north.



3 General view of west tower, looking northwest.



4 General view of east tower, looking north.



5	General view of west foundation, looking east down.



6	General view of east foundation, looking east.



7 east foundation at base looking southwest.



8 South lower chord saddle, looking north.



9 North lower chord saddle northeast, looking south up.



10 Truss chords and struts, looking northwest.



11 Looking west down.



12 Looking west.



13 General view of catwalk, looking east.



14 North lower chord west end, looking southeast.



15	Tree encroaching top of west tower, looking northwest.

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

This section is amended by the addition of the following:

625.1 Description: All traffic control shall be in accordance with the traffic control and traffic phasing plans in the Contract Documents. The Contractor shall submit Traffic Control Plans (TCP) for any lane closures required that are not detailed in the Contract Plans or alters the contract plans.

625.2.2 Signs: Signing required for interstate work and nighttime lane closures is as follows:

625.2.2.1 Interstate Approaches: Approach signing for work occurring on the interstate shall include:

• Road Work 3 Miles	• Road Work 500 Feet
• Road Work 2 Miles	• Road Work 1 Mile
• Road Work: Next x Miles	• End Road Work

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

652.3.4 General

The following is added to this subsection:

Attenuator vehicles shall be placed within 500 feet of operation areas on the Interstate.

652.3.6 Traffic Control Permanent Lane shifts and temporary pavement are anticipated to maintain all travel lanes and turn lanes. On Bucknam Road, short duration lane shifts on unpaved surfaces for incremental daily operations shall be subject to approval of the Resident. Work Zone minimum travel lane widths are as follows:

- Interstate roadways shall have a minimum travel lane width of 11' plus two 2' shoulders.
- All Interstate ramps shall have a minimum lane width of 11' plus two 1' shoulders. The roadway width shall be increased to account for the off tracking characteristics of WB-67 vehicles in accordance with AASHTO publication 'A Policy on Geometric design of Highways and Streets' (the Green Book).

- Bucknam Road shall have a minimum lane width of 11' plus two 1' shoulders (except on bridge during Stage 1 construction as shown). The roadway width shall be increased to account for the off tracking characteristics of WB-67 vehicles in accordance with AASHTO publication 'A Policy on Geometric design of Highways and Streets' (the Green Book).
- The left turn lane on Bucknam Road onto the I-295 SB ramps shall remain open at all times outside of associated ramp closures. It shall have a minimum width of 11' and shall maintain its existing storage length.

Temporary raised pavement markers will not be permitted for the bridge and highway work but may be approved for the highway milling and pavement work that occurs as part of surface paving operations, subject to Resident approval.

Roadside Recovery Area The Contractor shall not temporarily store material or park equipment on I-295 without a lane closure.

Approaches. Approach signing shall include the following signs at a minimum. Field conditions may warrant the use of additional signs as determined by the Resident.

Road Work Next X* Miles
Road Work 500 Feet (Ahead)
End Road Work

Work Areas. At each work site, signs and channelizing devices shall be used as directed by the Resident.

Signs include:

Road Work XXXX¹.
One Lane Road Ahead
Flagger Sign

Other typical signs include:

Be Prepared to Stop
Low Shoulder
Bump
Pavement Ends

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

Falmouth
WIN 21720.00
WIN 21721.00
WIN 22672.00
January 31, 2022

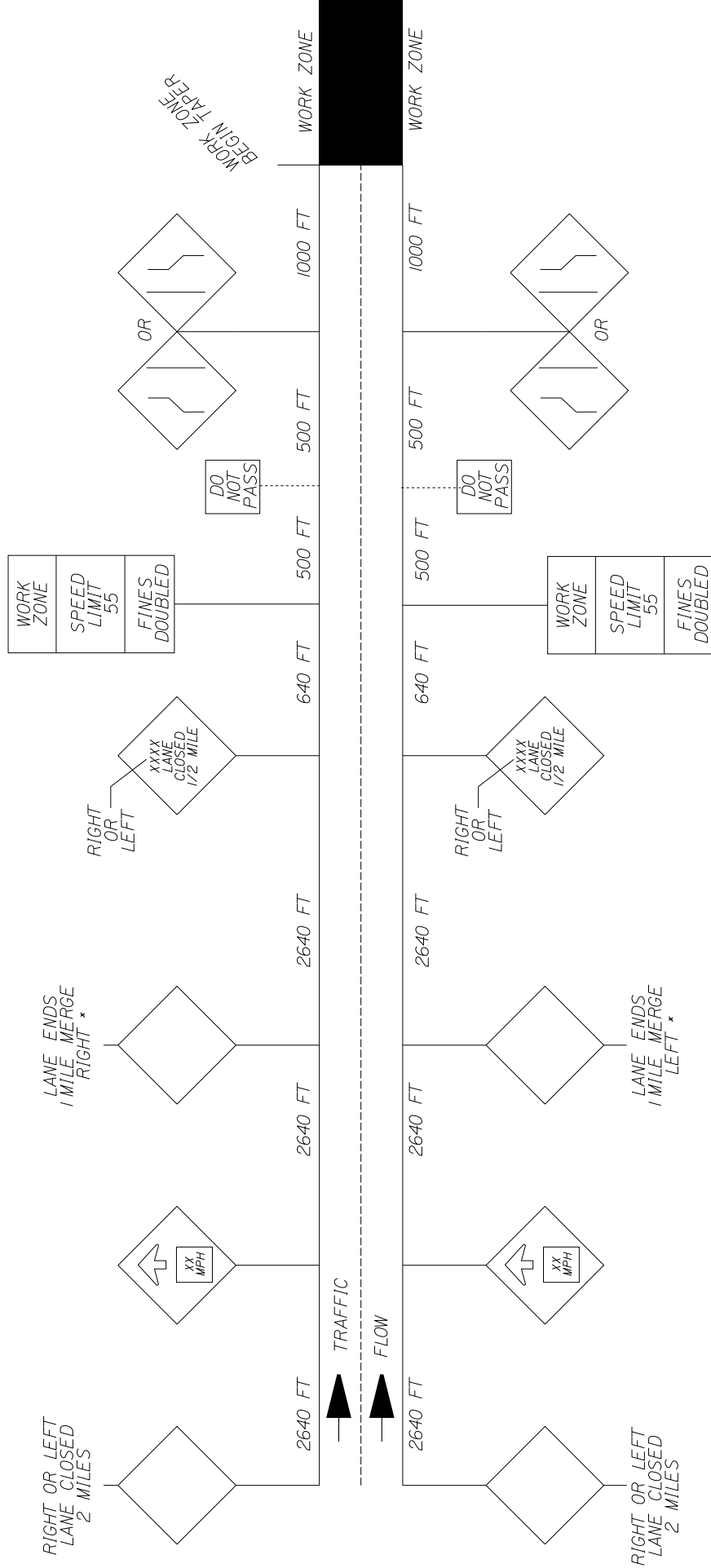
Unless otherwise defined in Special Provision 105/107 or submitted and approved in the Traffic Control Plan, the following shall apply:

- The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 2,500 feet at each work area and no more than 4,000 feet for paving and milling work areas.
- Where more than one work area restricts traffic to one lane operation, these work areas shall be separated by at least 1 mile of two-way operation.

Temporary Centerline A temporary centerline shall be placed each day on all new pavement to be used by traffic. The temporary centerline, when specified of reflectorized traffic paint, shall conform to the standard marking patterns used for permanent markings. Failure to apply a temporary centerline daily will result in a Traffic Control Violation and suspension of paving operations until temporary markers are applied to all previously placed pavement.

¹ “Road Work Ahead” to be used in short duration operations and “Road Work xx feet” to be used in stationary operations as directed by the Resident.

WORK ZONE SIGNING



A "ROAD WORK 3 MILES" MAY BE REQUIRED AT THE DEPARTMENT'S OPTION

* LANE ENDS 1 MILE MERGE RIGHT OR LEFT SIGNS SHALL ONLY BE PLACED ON SIDE OF ROAD THAT NEEDS TO MERGE

NOT TO SCALE

MAINTENANCE OF TRAFFIC INTERSTATE SYSTEM

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

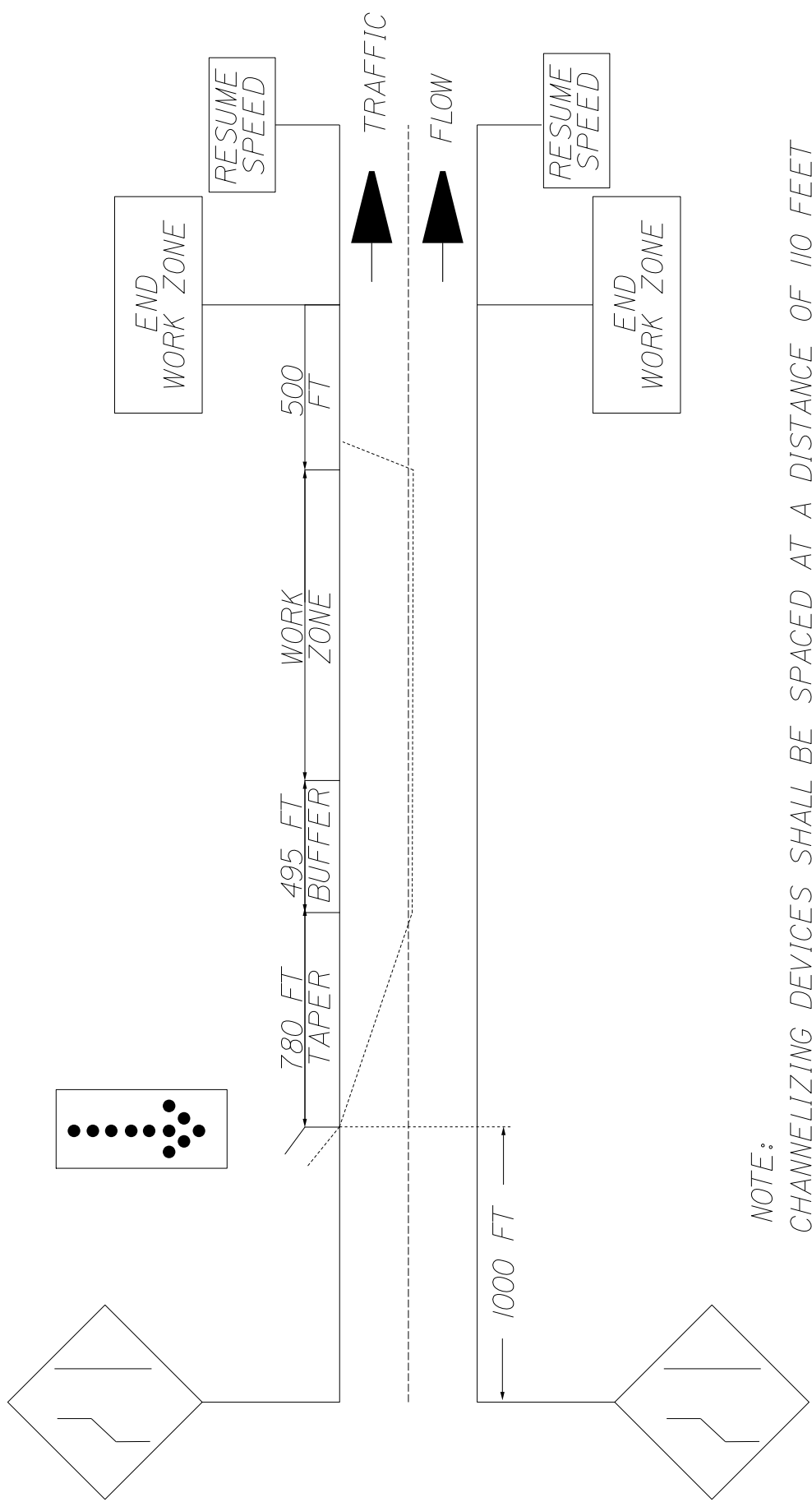
SHEET NUMBER
1 OF 4

TYPICAL SECTIONS

REVISED DECEMBER 28, 2021

SECTION 652 HIGHWAY PLANS

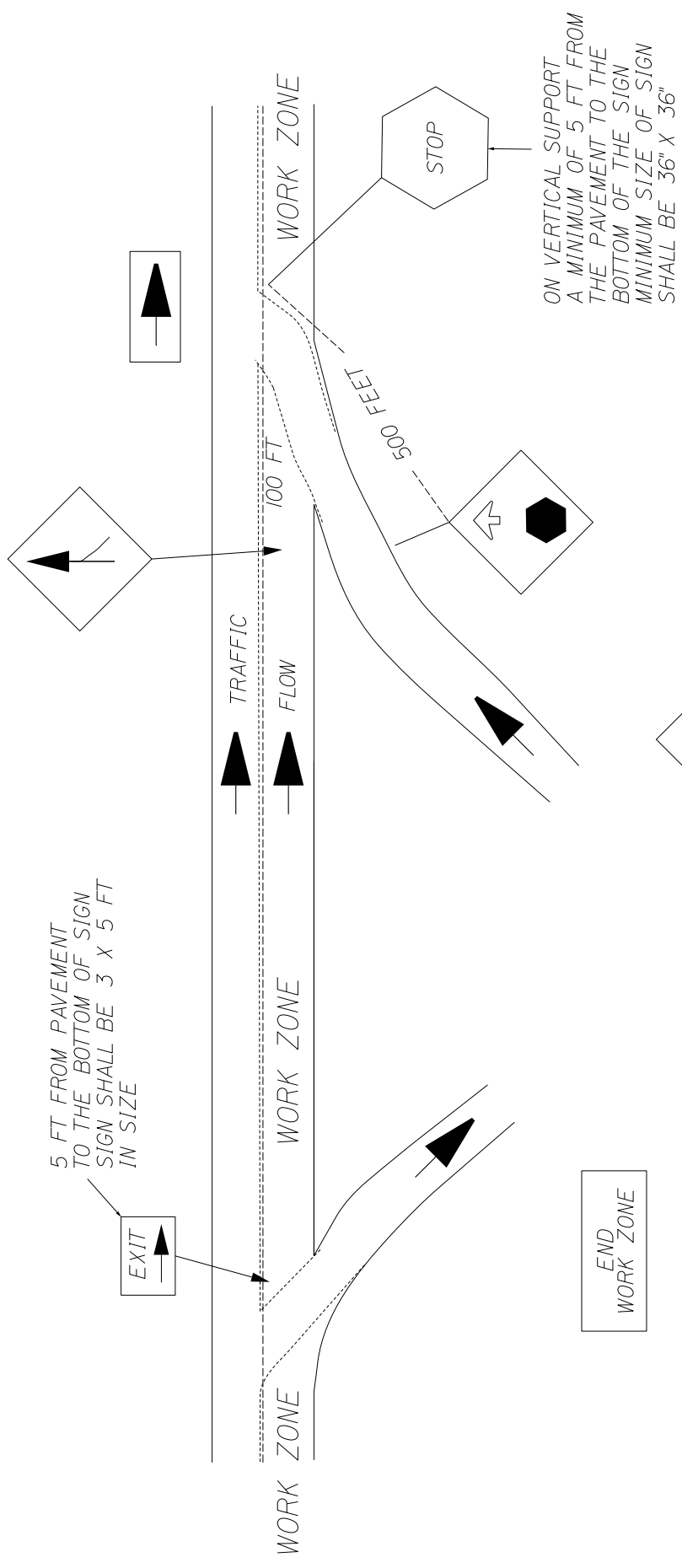
WORK ZONE



NOTE:
CHANNELIZING DEVICES SHALL BE SPACED AT A DISTANCE OF 110 FEET
APART WITH 3 DEVICES ACROSS THE CLOSED LANE EVERY 1500 FEET.
DEVICES IN THE TAPER SHALL BE SPACED AT 55 FEET APART.

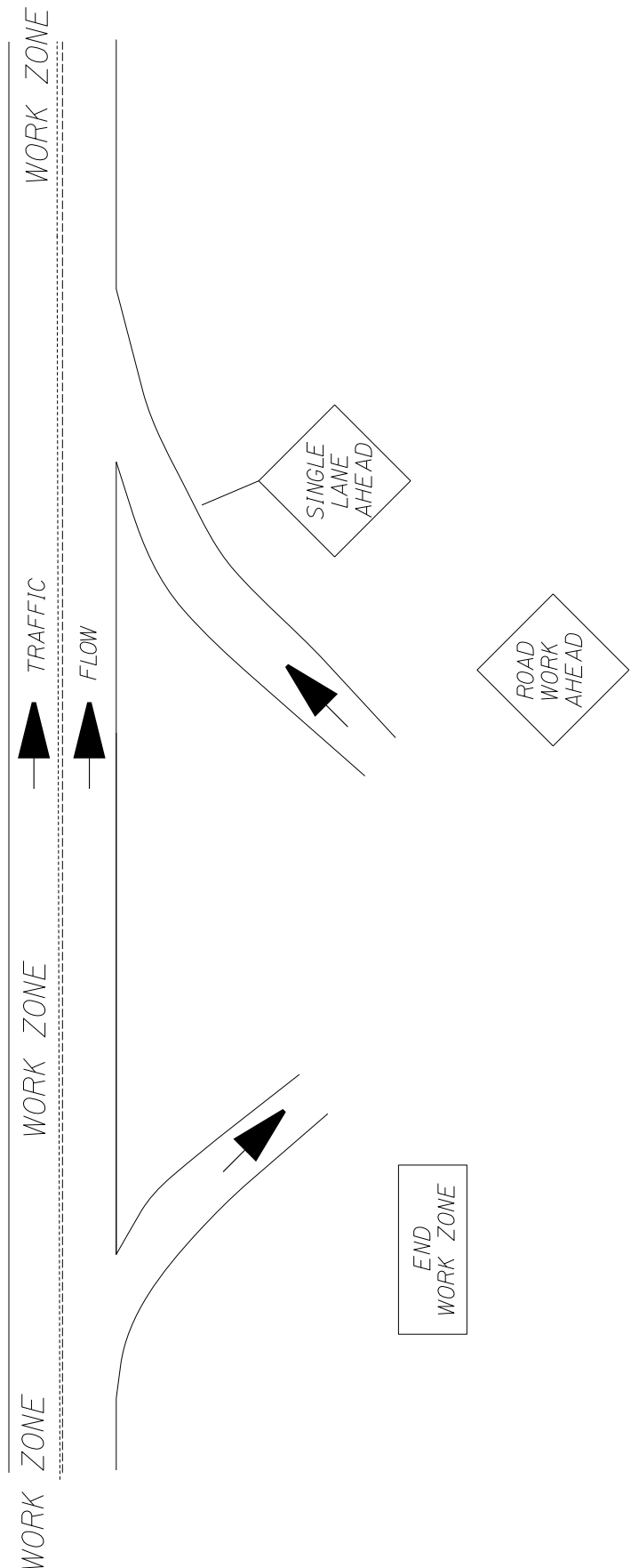
MAINTENANCE OF TRAFFIC INTERSTATE SYSTEM		REVISED DECEMBER 28, 2021	STATE OF MAINE DEPARTMENT OF TRANSPORTATION		NOT TO SCALE	
213	TYPICAL SECTIONS		SECTION 652	HIGHWAY PLANS	SHEET NUMBER 2 OF 4	

RAMPS - RIGHT LANE CLOSED



MAINTENANCE OF TRAFFIC INTERSTATE SYSTEM		STATE OF MAINE DEPARTMENT OF TRANSPORTATION		NOT TO SCALE	
TYPICAL SECTIONS		REVISED DECEMBER 28, 2021		SECTION 652 HIGHWAY PLANS	
214				SHEET NUMBER 3 OF 4	

RAMPS - LEFT LANE CLOSED



MAINTENANCE OF TRAFFIC INTERSTATE SYSTEM		STATE OF MAINE DEPARTMENT OF TRANSPORTATION		NOT TO SCALE
REVISED DECEMBER 28, 2021		SECTION 652		SHEET NUMBER 4 OF 4
TYPICAL SECTIONS		HIGHWAY PLANS		

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

Approaches. Approach signing shall include the following signs at a minimum. Field conditions may warrant the use of additional signs as determined by the Resident.

Road Work Next X* Miles
Road Work 500 Feet (Ahead)
End Road Work

Work Areas. At each work site, signs and channelizing devices shall be used as directed by the Resident.

Signs include:

Road Work xxxx¹.
One Lane Road Ahead
Flagger Sign

Other typical signs include:

Be Prepared to Stop
Low Shoulder
Bump
Pavement Ends

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

Unless otherwise defined in Special Provision 105/107 or submitted and approved in the Traffic Control Plan, the following shall apply:

- The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 2,500 feet at each work area and no more than 4,000 feet for paving and milling work areas.
- Where more than one work area restricts traffic to one lane operation, these work areas shall be separated by at least 1 mile of two-way operation.

Temporary Centerline A temporary centerline shall be placed each day on all new pavement to be used by traffic. The temporary centerline, when specified of reflectorized traffic paint, shall conform to the standard marking patterns used for permanent markings. Failure to apply a temporary centerline daily will result in a Traffic Control Violation and suspension of paving operations until temporary markers are applied to all previously placed pavement.

¹ "Road Work Ahead" to be used in short duration operations and "Road Work xx feet" to be used in stationary operations as directed by the Resident.

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
Portable/Temporary Traffic Signals

652.01 Description Portable/Temporary Traffic Signals may be used in conformance with this Special Provision at the option of the Contractor in lieu of Flaggers and as approved by the Department. The use of Portable/Temporary Traffic Signals may be suspended at any time at the discretion of the Resident. Portable/Temporary Traffic Signals shall conform to Part 4H.02 of the Manual on Uniform Traffic Control Devices (MUTCD) and shall be the Dolly Type (SQ2) or the Trailer Mounted Type (SQ3). In accordance with National Cooperative Highway Research Program (NCHRP) Report 350 and the American Association of State Highway and Transportation Officials (AASHTO) Manual for Assessing Safety Hardware, Portable/Temporary Traffic Signals must satisfy applicable crashworthiness standards based on device weight.

652.02 Portable/Temporary Traffic Signals Operation

The Contractor shall submit a Traffic Control Plan to the Resident for approval which shall detail Portable/Temporary Traffic Signals operation.

Portable/Temporary Traffic Signals may be used during daytime or nighttime operations, however Dolly Types (SQ2) shall not be in operation when the work site is unattended.

Portable/Temporary Traffic Signal units shall be placed in the shoulder on the right-hand side of the road with a sight distance as designated in the Minimum Sight Distance for Signal Visibility chart provided in this specification. If the shoulder is not adequate, the Portable/Temporary Traffic Signals may encroach on the travel lane provided that the appropriate sight distance is available and as approved by the Resident. Re-positioning of the Portable/Temporary Traffic Signals shall need the approval of the Resident.

The following adjustments shall be made to the Traffic Control Plan. A Signal Ahead symbol (W3-3) sign shall replace the Flagger symbol sign. An 18 inch wide removable stop line with a STOP HERE ON RED (R10-6) sign shall be installed at the intended stopping point. The Resident may waive the requirement for a stop line if the roadway is unpaved or it is otherwise impractical to install a stop line and the STOP HERE ON RED sign is in place.

Appropriate flagger apparel and equipment shall be maintained near each Portable/Temporary Traffic Signal unit to facilitate flagging in the event of a malfunction or operational need due to frequent disruptions of traffic flow. The Contractor shall immediately provide traffic control with flaggers if a Portable/Temporary Traffic Signals unit malfunctions; fails to properly or adequately control traffic; creates congestion, queues or gridlock which cannot be remedied by timely on-site adjustments to the signal operation; or is otherwise inadequate; all of which shall be determined by the Resident.

When Flaggers are being utilized, Portable/Temporary Traffic Signals shall not be in operation.

The distance between Portable/Temporary Traffic Signals units shall not exceed the phase timing and distances as designed by a Professional Engineer, registered in the state of Maine, or as designated on the Charts provided in this specification.

When the work no longer necessitates use of the Portable/Temporary Traffic Signals, the units shall be removed or turned off and moved out of view from the traveled way.

Portable/Temporary Traffic Signals shall not be located within 200 feet of a grade crossing unless the temporary traffic control signal is provided with preemption in accordance with MUTCD Section 4D.27, or unless a uniformed officer or flagger is provided at the crossing to prevent vehicles from stopping within the crossing.

652.03 Method of Measurement Portable/Temporary Traffic Signals shall be measured by the hour for each approach that the Portable/Temporary Traffic Signals are in place and operating.

652.04 Basis of Payment Portable/Temporary Traffic Signals shall be paid at the Flagger Hourly Rate for each approach in operation.

Payment will be made under:

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>
652.38	Flagger	Hour

Minimum Sight Distance for Signal Visibility

<u>Posted Speed Limit (mph)</u>	<u>Minimum Sight Distance (ft)</u>
25	270
30	325
35	390
40	460
45	540
50	625
55	715



Example of Dolly type or SQ2



Example of Trailer Mounted type or SQ3

All red Clearance Intervals
Less Than 40 mph
Assumed Travel Speed 15 mph

Posted Speed Limit	Distance Between Stop Bars		Minimum All red Clearance Time
	Yards	Feet	Seconds
25, 30 & 35	33	100	4.6
	50	150	6.9
	67	200	9.1
	83	250	11.4
	100	300	13.7
	117	350	16.0
	133	400	18.2
	150	450	20.5
	167	500	22.8
	183	550	25.0
	200	600	27.3
	217	650	29.6
	233	700	31.9
	250	750	34.1
	267	800	36.4
	283	850	38.7
	300	900	41.0
	333	1000	45.5
	350	1050	47.8
	367	1100	50.0
	383	1150	52.3
	400	1200	54.6
	417	1250	56.9
	433	1300	59.1
	450	1350	61.4
	467	1400	63.7
	483	1450	66.0
	500	1500	68.2
	517	1550	70.5

All red Clearance Intervals
40 mph and Above
Assumed Travel Speed 25 mph

Posted Speed Limit	Distance Between Stop Bars		Minimum All red Clearance Time
	Yards	Feet	Seconds
40,45,50 & 55	33	100	3.5
	50	150	5.2
	67	200	6.9
	83	250	8.6
	100	300	10.3
	117	350	12.0
	133	400	13.7
	150	450	15.4
	167	500	17.1
	183	550	18.8
	200	600	20.5
	217	650	22.2
	233	700	23.9
	250	750	25.6
	267	800	27.3
	283	850	29.0
	300	900	30.7
	317	950	32.4
	333	1000	34.1
	350	1050	35.8
	367	1100	37.5
	383	1150	39.2
	400	1200	40.9
	417	1250	42.7
	433	1300	44.4
	450	1350	46.1
	467	1400	47.8
	483	1450	49.5
	500	1500	51.2
	517	1550	52.9

SPECIAL PROVISION
SECTION 709
REINFORCING STEEL AND WELDED WIRE FABRIC

Replace Standard Specifications Subsections 709.01, Reinforcing Steel, paragraph 2 in its entirety with the following:

Low-carbon chromium, reinforcing steel shall be deformed bars conforming to the requirements of ASTM A1035, Alloy Type CS. Bars shall be Grade 100 unless otherwise specified on the Plans.

SPECIAL PROVISION
Section 717.03
Special Seed Mix

Replace Section 717.03 Seed with the following:

The Special Seed Mix to be used on the TRM slope portions of this project shall be as specified herein.

Special seed mix is designed with an extremely high seed count of species with rapid germination and dense root growth, and with both a particularly high ratio of drought resistant species and varied and durable species selected for the establishment of persistent durable vegetation.

Special seed mix shall be used in conjunction with a Turf Reinforcement Mat (TRM) and a hydraulically applied Flexible Growth Medium (FGM) in accordance with Special Provision 618, and shall consist of seed proportioned percent by weight as follows:

5%	Trifolium rubra	Red Clover
10%	Agrostis alba	Redtop
10%	Elymus virginicus	Virginia wild Rye
10%	Panicum virgatum	Switch Grass
5%	Andropogon gerardii	Big Bluestem
5%	Aster novae-angliae	New England Aster
5%	Asclepia syriaca	Common milkweed
5%	Cornus stolonifera	Red Osier Dogwood
5%	Elymus Canadensis	Canada Wild Rye
5%	Geum canadense	White avens
20%	Schyzachirium scoparium	Little Bluestem
5%	Lupinus perennis	Perennial Lupine
5%	Monarda fistulosum	Wild Bergamot
5%	Sorghastrum nutans	Indian Grass

This mix shall be applied hydraulically at the rate of 2 lbs per unit (1,000 sq. ft.) in conjunction with a FGM and in accordance with Special Provision 618.

All seed shall be certified as to mixture, germination, purity, and live seed. Each variety shall conform to the following:

- A. Percent germination > 80 %
- B. Pure live seed > 85 %
- C. Percent Purity > 85 %
- D. Weed seed <1 %
- E. All seed shall be from the current years crop unless recent tests by an approved testing agency demonstrate the approved requirements.

SPECIAL PROVISION
SECTION 717
 ROADSIDE IMPROVEMENT MATERIALS
 (Seed)

717.03 Seed Revise this Sub Section by removing the material property tables for “Method #1 - Park Mixture” and “Method #2 - Roadside Mixture #2” and replace with the following:

Seed Mixtures shall consist of seed proportioned percent by weight as follows:

Method #1 – Park Mixture	
Specification	Property
Turf Type Tall fescue	40% +/- 2%
85/80 Kentucky Bluegrass	25% +/-2%
Perennial Rye Grass	20% +/-2%
Annual Ryegrass	15% +/- 2%

Method #2 – Roadside Mixture #2	
Specification	Property
Turf Type Tall fescue	60% +/-2%
White Clover	5% +/-2%
Perennial Rye Grass	15% +/-2%
Annual Ryegrass	20% +/-2%

This special provision is temporary while supplies are limited and may be Modified to the Seed Mix in the March 2020 Standard Specification Book when supplies are available again.

2020 STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at:
<http://maine.gov/mdot/contractors/publications/standarddetail/>

<u>Detail #</u>	<u>Description</u>	<u>Revision Date</u>
502(19)	Bridge Drains	12/08/2021
507(20)	Steel Approach Railing 3-Bar	2/11/2021
507(21)	Steel Approach Railing 3-Bar	2/11/2021
507(22)	Steel Approach Railing 3-Bar	2/11/2021
507(23)	Steel Approach Railing 3-Bar	2/11/2021
507(27)	Steel Approach Railing	2/11/2021
526(01)	Portable Concrete Barrier	1/14/2021
526(01A)	Portable Concrete Barrier	1/14/2021
526(01B)	Portable Concrete Barrier	1/14/2021
526(02)	Portable Concrete Barrier	1/14/2021
526(02A)	Portable Concrete Barrier	1/14/2021
526(03)	Portable Concrete Barrier	1/14/2021
526(04)	Portable Concrete Barrier	1/14/2021
526(04A)	Portable Concrete Barrier	1/14/2021
526(04B)	Portable Concrete Barrier	1/14/2021
603(10)	Concrete Pipe Ties	6/10/2021
605(01)	Underdrain	8/13/2021
606(23)	Standard Bridge Transition – Type “1”	2/11/2021
606(24)	Standard Bridge Transition – Type “1A”	2/11/2021
608(02)	Detectable Warnings	6/10/2021
609(09)	Precast Concrete Vertical Curb	2/11/2021
627(07)	Crosswalk	2/22/2022
627(08)	Crosswalk	2/22/2022
643(11)	ATCC Cabinet	12/14/2020
801(11)	Pedestrian Ramp Notes	6/10/2021
801(12)	Pedestrian Ramp Requirements	8/13/2021
801(13)	Ramp Length Table	6/10/2021
801(14)	Parallel Pedestrian Ramp	6/10/2021
801(15)	Perpendicular Pedestrian Ramp – Option 1	6/10/2021

801(16)	Parallel Pedestrian Ramp – Option 2A	6/10/2021
801(17)	Perpendicular Pedestrian Ramp – Option 2A	6/10/2021
801(18)	Parallel Pedestrian Ramp – Option 2B	6/10/2021
801(19)	Perpendicular Pedestrian Ramp – Option 2B	6/10/2021
801(20)	Parallel Pedestrian Ramp – Option 3	6/10/2021
801(21)	Perpendicular Pedestrian Ramp – Option 3	6/10/2021
801(22)	Side Street Pedestrian Ramp	6/10/2021
801(23)	Parallel Pedestrian Ramp – Esplanade	6/10/2021
801(24)	Perpendicular Pedestrian Ramp – Esplanade	6/10/2021
801(25)	Island Crossings	6/10/2021
801(26)	Blended Transition	6/10/2021
801(27)	Pedestrian Ramp Adjacent to Driveway or Entrance	6/10/2021
802(05)	Roadway Culvert End Slope Treatment	1/03/2017

SUPPLEMENTAL SPECIFICATIONS
(Corrections, Additions, & Revisions to Standard Specifications – March 2020)

SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions

Holidays Amend this paragraph by adding “**Juneteenth**” between ‘Memorial Day’ and ‘Independence Day’.

SECTION 102
BIDDING

102.11 Bid Responsiveness Revise the paragraph that states
“The Bid is not signed by a duly authorized representative of the Bidder.” So that it reads:

“The Bid is not signed by a duly authorized representative of the Bidder.

- **Properly submitted electronic bids meet this requirement.**
- **Paper bids must include at least one signed copy of the Contract Agreement Offer & Award form.”**

SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.2.1 Furnishing of Right-of-Way Revise the last sentence in the first paragraph by removing “105.4.5 – Special Detours” and replacing it with “**105.4.5 – Maintenance of Existing Structures.**”.

SECTION 105
GENERAL SCOPE OF WORK

105.10.2 Requirements Applicable to All Contracts Under section A, number 2, in the first sentence of the first paragraph, revise this Section by replacing the word “handicap” in two places with the word “disability” so it now reads:

“2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, State that all qualified applicants will receive consideration for employment without regard to race, color, sexual orientation, religious creed, sex, national origin, ancestry, age, physical disability, or mental disability.”

SECTION 106
QUALITY

106.6 Acceptance Revise this Subsection by replacing the paragraph beginning with “Acceptance of Hot Mix Asphalt Pavement will be based” with:

“Acceptance of Hot Mix Asphalt Pavement will be based on Method A or C Statistical Acceptance, or Method B or D Acceptance as specified. The method of acceptance for each item is defined in Special Provision, Section 403, Hot Mix Asphalt Pavement. When items of Hot Mix Asphalt Pavement are not so designated, Method A will be utilized whenever there are more than 1000 tons per Hot Mix Asphalt Pavement item, and Method B will be utilized when there are less than or equal to 1000 tons per Hot Mix Asphalt Pavement item.”

Revise Subsection “B” by removing it and replacing it with:

“B. Items not designated for Statistical Acceptance will utilize Method B or D Acceptance testing to validate the quality of the material incorporated into the Project. For material paid under Item 403.209 – Method D, or designated to be visually accepted, the Contractor shall provide the Department with a Certification Letter that indicates that the material supplied complies with the Specifications. Test results representative of the certified material shall be attached to the letter.

The Department will randomly sample and test the certified Material for properties noted in Table 1 of Section 502 - Structural Concrete or Table 14 of Section –401.21 Acceptance Method B & D. Material will be subject to rejection as noted in Structural Concrete Section 502.195 - Quality Assurance Method C Concrete or Hot Mix Asphalt, Section 401.2022 Pay Adjustment – Method B & D.”

106.7.1 Standard Deviation Method Revise 106.7.1, subsection H by removing the following from the first paragraph:

“Method B: $PF = [70 + (\text{Quality Level} * 0.33)] * 0.01$ ”

SECTION 107 TIME

107.3.1 General Amend this paragraph by adding “**Juneteenth**” between ‘Patriot’s Day’ and ‘the Friday after Thanksgiving’.

SECTION 110 INDEMNIFICATION, BONDING, AND INSURANCE

110.3.9 Administrative & General Provisions Amend this subsection by adding “**Automobile Liability**” under letter A) Additional Insured to the list of exceptions.

SECTION 206 STRUCTURAL EXCAVATION

206.01 Description – *Structural Earth Excavation, Below Grade* delete the entire sentence and replace with “**shall consist of the removal of excavation required for unknown or unanticipated subsurface condition. See 206.04 – Method of Measurement for pay limits.**”

206.04 Method of Measurement – Drainage and Minor Structures Paragraph 1, sentence 2, delete the remainder of the sentence beginning with “....provided the maximum allowable...”

And replace with: “**....in accordance with the following limits:**”

- **Vertical pay limits:**
 - **Below a plane parallel with and 12 inches below the bottom of the drainage or minor structure or**
 - **Below the excavation limits shown in the Bid Documents; whichever is greater.**
- **Horizontal pay limits – The maximum allowable horizontal dimensions shall not exceed those bounded by vertical surfaces 18 inches outside the base, or extreme limits of, the structure, and to the vertical neat lines of underdrain trenches, as shown in the Contract Documents.**

SECTION 401 HOT MIX ASPHALT PAVEMENT

401.19 Contractor Quality Control Amend this Section by adding the following to the end:
“**Failure to comply with the approved QCP will result in work suspension and pay reductions as outlined in Section 106.4.6. The Quality Control Plan Value shall be the total bid value for all items covered by the QCP as identified in Special Provision 403.**”

SECTION 502 STRUCTURAL CONCRETE

502.09 Forms and Falsework Amend this subsection by adding the subsection title “**502.10 Placing Concrete**” after section “D” Removal of Forms and False work” and after the paragraph beginning with “2. Forms and False work, including blocking...”. So that a new subsection starts and reads:

502.10 Placing Concrete

- A. **General Concrete shall not be placed until forms”**

502.1701 Quality Control, Method A and B Revise this Section so that the first paragraph and the first sentence of the second paragraph read:

“502.17 Quality Control The Contractor shall control the quality of the concrete through testing, inspection, and practices which shall be described in the QCP, sufficient to assure a product meeting the Contract requirements. The QCP shall meet the requirements of Section 106, Quality, and this specification. No work under this item shall proceed until the QCP is submitted to and approved by the Department. Failure to comply with the approved QCP will result in work suspension and pay reductions as outlined in Section 106.4.6. The Quality Control Plan Value shall be the total bid value for all cast-in-place items covered by the QCP, using the P value listed in Special Provision 502. If no P value is listed, a value of \$350, or bid value per cubic yard, whichever is less, shall be used.

502.1701 Quality Control, Method A and B The QCP shall address all elements that affect the quality of the structural concrete including, but not limited to, the following: “

502.18, Method of Measurement, Revise Subsection ‘F’ by removing the word ‘transverse’ so that it reads: “Saw cut grooving of concrete wearing surfaces, complete and accepted, will be measured for payment as one lump sum.”

502.19, Basis of Payment, Revise the third paragraph by removing the word ‘transverse’ so that it reads: “Saw cut grooving of concrete wearing surfaces will be paid for at the Contract Lump Sum Price, which shall be payment for furnishing all materials, labor, and equipment, including depth gauges and all incidentals, to satisfactorily complete the work.”

(Also see 535.24 and 535.25 for related changes)

SECTION 503 REINFORCING STEEL

Section 503.07 Splicing Revise this section by removing the table and following footnote and replacing them with:

Minimum Lap Splice Length (inches)									
Bar Type	Bar Size								
	#3	#4	#5	#6	#7	#8	#9	#10	#11
Plain or Galvanized	16	20	24	29	38	47	59	72	85
Epoxy or Dual Coated	17	24	36	43	56	71	88	107	128
Stainless	19	24	30	36	47	59	73	89	107
Low-carbon Chromium	24	32	39	47	63	78	97	119	142

“The minimum lap splice lengths in the table above are based on the parameters below. When any of these parameters are altered, appropriate minimum lap splice lengths will be as shown on the Plans.

- Normal weight concrete
- Minimum 28-day concrete compressive strength from 4,000 psi to 10,000 psi

- **Class B tension lap splice**
- **Minimum center-to-center spacing between bars of 6 inches**
- **Minimum clear cover of 2 inches**
- **Nominal reinforcing steel yield strengths**
 - **Low-carbon Chromium = 100 ksi**
 - **Stainless = 75 ksi**
 - **All others = 60 ksi**
- **Reinforcement with yield strengths greater than 75 ksi shall have beam transverse reinforcement and column ties provided over the required lap splice length in accordance with the current edition of the AASHTO LRFD Bridge Design Specifications**

When lap splices are placed horizontally in an element where the concrete depth below the splice will be 12 inches, or more, the indicated lap splice lengths shall be multiplied by a factor of 1.3.”

SECTION 506 SHOP APPLIED PROTECTIVE COATING – STEEL

506.13 Surface Preparation Amend this section by adding this paragraph to the end:

“Steel shall meet the requirements of SSPC SP8 Pickling prior to being immersed in the zinc tanks. Verification of the surface preparation shall be included in the QC documentation.”

SECTION 523 BEARINGS

523.051 Protective Coating Revise this subsection by removing the paragraph beginning with “Anchor rods shall be galvanized...” and replacing with:

“Anchor rods shall be galvanized. When anchor rods are designated to secure bare unpainted steel or painted steel, a dielectric coating (epoxy or bituminous type coatings are acceptable) shall be applied to the anchor rod and/or adjacent steel to prevent contact between galvanized surfaces and painted or unpainted steel.”

523.22 Fabrication Amend this subsection by adding the following: **“Elastomeric Bearings shall be fabricated in accordance with AASHTO M251.”**

SECTION 526 CONCRETE BARRIER

Amend this section by deleting it in its entirety and replacing it with:

“526.01 Description This work shall consist of the furnishing, constructing, erecting, setting, resetting, and removal of concrete barrier and associated elements in accordance with these specifications, the Standard Details, and the lines and grades shown on the Plans or established by the Resident.

The types of concrete barrier are designated as follows:

Portable Concrete Barrier Type I Double faced removable barrier in accordance with the Standard Details.

Permanent Concrete Barrier Type II Double faced barrier as shown on the Plans.

Permanent Concrete Barrier Type IIIa Single faced barrier 32 inches high in accordance with the Standard Details or as shown on the Plans.

Permanent Concrete Barrier Type IIIb Single faced barrier 42 inches high in accordance with the Standard Details or as shown on the Plans.

Permanent Concrete Transition Barrier Barrier of various heights joining steel bridge rail to steel guardrail in accordance with the Standard Details or as shown on the Plans.

Permanent Texas Classic Rail Barrier Traffic rail or sidewalk rail, in accordance with the Standard Details or as shown on the Plans.

526.02 Materials

a. **Concrete** Concrete for barriers, both permanent and portable, shall have a design strength of 5,000 psi.

For cast-in-place barrier: The concrete shall be Class LP, in accordance with Standard Specification Section 502, Structural Concrete.

For precast barrier: The concrete shall meet the requirements of Standard Specification 712.061, Structural Precast Concrete Units, except that the stripping strength for precast barriers is 4,000 psi.

b. **Reinforcing Steel** Reinforcing steel shall meet the requirements of Section 503, Reinforcing Steel.

c. **Structural Steel** Plates and barrier connections shall meet the requirements specified in Standard Specification 504 - Structural Steel and shall be hot dip galvanized after fabrication in accordance with Standard Specification 506, Shop Applied Protective Coating – Steel

d. **Bolts** Bolts shall meet the requirements specified in Section 713.02, High Strength Bolts.

e. Connecting Pins for Portable Concrete Barrier Portable concrete barriers must be connected using a 1- inch diameter pin. The connecting pin must be smooth, not deformed, i.e., reinforcing bar may not be used, and shall meet the strength requirements of ASTM A449 steel. Materials with greater strength may be used with the approval of the Department.

f. Anchor Pins for Portable Concrete Barrier Anchoring to concrete or asphalt will be required when specified on the Plans. When required, portable concrete barriers must be anchored using a 1 ½ - inch diameter anchor pin. The anchor pin must be smooth, not deformed, i.e., reinforcing bar may not be used, and shall meet the strength requirements of ASTM A36 steel. Materials with greater strength may be used with the approval of the Department.

g. Device Crashworthiness MaineDOT is transitioning to MASH2016 criteria for Portable Concrete Barrier on the following schedule:

New Portable Concrete Barrier shall be crash tested and/or evaluated to MASH2016 criteria.

Current Portable Concrete Barrier in useful serviceable condition that is successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029.

Other current Portable Concrete Barrier that is deemed acceptable by the Department may be utilized on projects off the National Highway System through December 31, 2024.

526.03 Construction Requirements

Cast-in-place barriers shall be fabricated in accordance with Standard Specification Section 502, Structural Concrete. Precast barriers shall be fabricated in accordance with Standard Specification 534, Precast Structural Concrete.

Concrete finish for permanent barrier shall be rubbed as defined in Standard Specification Section 502, Structural Concrete, 502.13 D2 or an approved equal.

Portable concrete barrier shall be generally free from fins and porous areas and shall present a neat and uniform appearance.

Permanent barrier shall have a protective coating applied in accordance with Standard Specification Section 515, Protective Coating for Concrete Surfaces.

Reflective delineators for concrete median barrier shall meet the requirements of Special Provision 645, Highway Signing.

Preformed Joint Filler shall meet the requirements specified in Subsection 705.01, Preformed Expansion Joint Filler.

Permissible dimensional tolerances for all concrete barriers shall be as follows:

- a. Cross-sectional dimensions shall not vary from design dimensions by more than $\frac{1}{4}$ inch. The vertical centerline shall not be out of plumb by more than $\frac{1}{4}$ inch.**
- b. Longitudinal dimensions shall not vary from the design dimensions by more than $\frac{1}{4}$ inch per 10 feet of barrier section and shall not exceed $\frac{3}{4}$ inches per section.**
- c. Location of anchoring holes shall not vary by more than $\frac{1}{2}$ inch from the dimensions shown in the concrete barrier details on the Plans.**
- d. Surface straightness shall not vary more than $\frac{1}{4}$ inch under a 10-foot straightedge.**
- e. The barrier shall have no significant cracking. Significant cracking is defined as fractures or cracks passing through the section, or any continuous crack extending for a length of 12 inches or more, regardless of position in the section.**
526.04 Method of Measurement Permanent Concrete Barrier Type II, IIIa, IIIb, Texas Classic Rail, and Precast Median Barrier will be measured for payment by lump sum, complete in place.

Portable concrete barrier, both anchored and unanchored will be measured for payment by lump sum. Lump sum measurement will include verification of the installation and removal of all portable concrete at the completion of the Contractor's operations.

The Contractor shall replace sections of portable concrete barrier, including anchored barrier damaged by the traveling public when directed by the Resident. Replacement sections will be measured for payment in accordance with Standard Specification 109.7, Equitable Adjustments to Compensation and Time.

Transition barrier will be measured by each, complete in place.

526.05 Basis of Payment The accepted quantities of Concrete Barrier Type II, IIIa, IIIb, Texas Classic Rail, and Precast Median Barrier will be paid for at the Contract lump sum price for the type specified, complete in place.

The accepted quantities of Portable Concrete Barrier Type I, both anchored and unanchored will be paid for at the Contract lump sum price. Such payment shall be full compensation for furnishing all materials, assembling, moving, resetting, transporting, temporarily storing, removing barrier, furnishing new parts as necessary, and all incidentals necessary to complete the work.

Portable barrier shall become the property of the Contractor upon completion of the use of the barrier on the project and shall be removed from the project site by the Contractor.

Transition barrier will be paid for at the Contract price each, complete in place.

The accepted quantity of all types of concrete barrier, whether portable or permanent, will be paid for at the lump sum or per each price, as applicable, which payment shall be full compensation for all materials, including reinforcing steel, protective coating, reflective delineators, steel plates and hardware, equipment, labor and incidentals required, as necessary, to complete the work.

Payment will be made under:

	<u>Pay Item</u>	<u>Pay Unit</u>
526.301	Portable Concrete Barrier, Type I	Lump Sum
526.304	Portable Concrete Barrier, Anchored Type I	Lump Sum
526.312	Permanent Concrete Barrier Type II	Lump Sum
526.321	Permanent Concrete Barrier Type IIIa	Lump Sum
526.323	Texas Classic Rail	Lump Sum
526.331	Permanent Concrete Barrier Type IIIb	Lump Sum
526.34	Permanent Concrete Transition Barrier	Each
526.502	Precast Concrete Median Barrier	Lump Sum

SECTION 527 ENERGY ABSORBING UNIT

527.02 Materials Amend this section by deleting it in its entirety and replacing it with:

“MaineDOT is transitioning to MASH2016 criteria for Work Zone Traffic Control Devices on the following schedule:

Portable Crash Cushions will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 3 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029.

Work Zone Crash Cushions shall be selected from the Department’s Qualified Products List of Crash Cushions/Impact Attenuators or approved equal.”

SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPESTRUCTURE

535.24, Installation of Slabs, Beams, and Girders Revise the 5th paragraph by replacing “6.0 and 9.0” to “5.0 and 8.0” so it reads: **“Ready mixed grout shall achieve a design compressive strength of 6,000 psi at 28 days, have an entrained air content of between 5.0 and 8.0 percent, be non-shrink, flowable, and contain a non-shrink additive listed on the Department QPL for expansive cements.”**

535.25, Installation of Precast/Prestressed Deck Panels Revise the 2nd paragraph by replacing “6.0 and 9.0” to “5.0 and 8.0” so it reads: **“Ready mixed grout shall achieve a design compressive strength of 6,000 psi at 28 days, have an entrained air content of between 5.0 and 8.0 percent, be non-shrink, flowable, and contain a non-shrink additive listed on the Department QPL for expansive cements.”**

SECTION 606 GUARDRAIL

Amend this section by replacing it with the following:

606.01 Description This work shall consist of furnishing and installing guardrail components in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans or as established. Guardrail is designated as:

31” W-Beam Guardrail - Mid-Way Splice

Galvanized steel w-beam, 8” wood or composite offset blocks, galvanized steel posts

Thrie Beam

Galvanized steel thrie beam, 8” wood or composite offset blocks, galvanized steel posts

Median guardrail shall consist of two beams of the above types, mounted on single posts.

Bridge mounted guardrail shall consist of furnishing all labor, materials, and equipment necessary to install guardrail as shown on the plans. This work shall also include drilling for and installation of offset blocks if specified, and incidental hardware necessary for satisfactory completion of the work.

Remove and Reset and Remove, Modify, and Reset guardrail shall consist of removing the existing designated guardrail and resetting in a new location as shown on the plans or directed by the Resident. Remove, Modify, and Reset guardrail and Modify guardrail include the following guardrail modifications: Removing plate washers at all posts, except at anchorage assemblies as noted on the Standard Details, adding offset blocks, and other modifications as listed in the Construction Notes or General Notes. Modifications shall conform to the guardrail Standard Details.

Bridge Connection shall consist of the installation and attachment of beam guardrail to the existing bridge. This work shall consist of constructing a concrete end post or modifying an existing end post as required, furnishing, and installing a terminal connector, necessary hardware, and incidentals required to complete the work as shown on the plans. Bridge Transition shall consist of a bridge connection and furnishing and installing guardrail components as shown in the Standard Details.

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

Timber Preservative	708.05
Metal Beam Rail	710.04
Guardrail Posts	710.07
Guardrail Hardware	710.08

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

Posts for underdrain delineators shall be "U" channel steel, 8 ft long, 2 ½ lb/ft minimum and have 3/8-inch round holes, 1-inch center to center for a minimum distance of 2 ft from the top of the post.

Reflectorized Flexible Guardrail Markers shall be mounted on all guardrails. A marker shall be mounted onto guardrail posts at the flared guardrail terminal end point and tangent point, both at the leading and trailing ends of each run of guardrail. The marker's flexible posts shall be gray with either silver-white or yellow reflectors (to match the edge line striping) at the tangents, red at leading ends, and green at trailing ends. Whenever the guardrail terminal is not flared, markers will only be required at the terminal end point. These shall be red or green as appropriate. Markers shall be installed on the protected side of guardrail posts unless otherwise approved by the Resident. Reflectorized flexible guardrail markers shall be from the Department's Qualified Products List of Delineators. The marker shall be gray, flexible, durable, and of a non-discoloring material to which 3-inch by 9-inch reflectors shall be applied, and capable of recovering from repeated impacts and meeting MASH 16 requirements. Reflective material shall meet the requirements of Section 719.01 for ASTM D 4956 Type III reflective sheeting. The marker shall be secured to the guardrail post with two fasteners, as shown in the Standard Details.

Reflectorized beam guardrail ("butterfly"-type) delineators shall be mounted on all "w"-beam guardrail. The delineators shall be mounted within the guardrail beam at guardrail posts. Delineators shall be fabricated from high-impact, ultraviolet & weather resistant thermoplastic. Reflectorized beam guardrail delineators shall be placed at approximately 62.5 ft intervals or every tenth post on tangents and at approximately 31.25 ft intervals or every fifth post on curves. Exact locations of the delineators shall be as directed by the Resident. On divided highways, the left-hand delineators shall be yellow, and the right-hand delineators shall be silver/white. On two directional highways, the right-hand side shall be silver/white, and no reflectorized delineator used on the left. All reflectors shall have reflective sheeting applied to only one side of the delineator facing the direction of traffic as shown in the Standard Details. Reflectorized sheeting for guardrail delineators shall meet the requirements of Section 719.01.

Single wood post shall be of cedar, white oak, or tamarack, well-seasoned, straight, and sound and have been cut from live trees. The outer and inner bark shall be removed, and all knots trimmed flush with the surface of the post. Posts shall be uniform taper and free of kinks and bends.

Single steel post shall conform to the requirements of Section 710.07 b.

Single steel pipe post shall be galvanized, seamless steel pipe conforming to the requirements of ASTM A120, Schedule No. 40, Standard Weight.

Acceptable multiple mailbox assemblies shall be listed on the Department's Qualified Products List and shall be MASH 16 tested and approved.

Flared and Tangent w-beam guardrail terminals and guardrail offset blocks shall be from the Department's Qualified Products List. Flared terminals shall be installed with a 4 ft offset as shown in the Manufacturer's installation instructions.

Anchorage assemblies used to anchor trailing ends, radius guardrail, or other ends not exposed to traffic shall meet the applicable standards of "A Guide to Standardized Highway Barrier Hardware" prepared and approved by the AASHTO-AGC-ARTBA Joint Cooperative Committee, Task Force 13 Report, Drawing SEW02a.

Existing materials damaged or lost during adjusting, removing and resetting, or removing, modifying, and resetting, shall be replaced by the Contractor without additional compensation. Existing guardrail posts and guardrail beams found to be unfit for reuse shall be replaced when directed by the Resident.

606.03 Posts Posts for guardrail shall be set plumb in holes or they may be driven if suitable driving equipment is used to prevent battering and distorting the post. When posts are driven through pavement, the damaged area around the post shall be repaired with approved bituminous patching. Damage to lighting and signal conduit and conductors shall be repaired by the Contractor.

When set in holes, posts shall be on a stable foundation and the space around the posts, backfilled in layers with suitable material, thoroughly tamped.

The reflectorized flexible guardrail markers shall be set plumb with the reflective surface facing the oncoming traffic. Markers shall be installed on the protected side of guardrail posts. Markers, which become bent or otherwise damaged, shall be removed and replaced with new markers.

Single wood posts shall be set plumb in holes and backfilled in layers with suitable material, thoroughly tamped. The Resident will designate the elevation and shape of the top. The posts, that are not pressure treated, shall be painted two coats of good quality oil base exterior house paint.

Single steel posts shall be set plumb in holes as specified for single wood posts or they may be driven if suitable driving equipment is used to prevent battering and distorting the post.

Additional bolt holes required in existing posts shall be drilled or punched, but the size of the holes shall not exceed the dimensions given in the Standard Details. Metal around the holes shall be thoroughly cleaned and painted with two coats of approved aluminum rust resistant paint. Holes shall not be burned.

606.04 Rails Brackets and fittings shall be placed and fastened as shown on the plans. Rail beams shall be erected and aligned to provide a smooth, continuous barrier. Beams shall be lapped with the exposed end away from approaching traffic.

End assemblies shall be installed as shown on the plans and shall be securely attached to the rail section and end post.

All bolts shall be of sufficient length to extend beyond the nuts but not more than ½ inch. Nuts shall be drawn tight.

Additional bolt holes required in existing beams shall be drilled or punched, but the size of the holes shall not exceed the dimensions given in the Standard Details. Metal around the holes shall be thoroughly cleaned and painted with two coats of approved aluminum rust resistant paint. Holes shall not be burned.

606.045 Offset Blocks The same offset block material is to be provided for the entire project unless otherwise specified.

606.05 Shoulder Widening At designated locations the existing shoulder of the roadway shall be widened as shown on the plans. All grading, paving, seeding, and other necessary work shall be in accordance with the Specifications for the type work being done.

606.06 Mail Box Post Single wood post shall be installed at the designated location for the support of the mailbox. The multiple mailbox assemblies shall be installed at the designated location in accordance with the Standard Details and as recommended by the Manufacturer. Attachment of the mailbox to the post will be the responsibility of the home or business owner.

606.07 Abraded Surfaces All galvanized surfaces of new guardrail and posts, which have been abraded so that the base metal is exposed, and the threaded portions of all fittings and fasteners and cut ends of bolts shall be cleaned and painted with two coats of approved rust resistant paint.

606.08 Method of Measurement Guardrail will be measured by the linear foot from center to center of end posts along the gradient of the rail except where end connections are made to masonry or steel structures, in which case measurement will be as shown on the plans. When connected to radius rail, measurement will be to the end of the last tangent beam.

Guardrail terminal, reflectorized flexible guardrail marker, terminal end, anchorage assembly, bridge transition, bridge connection, multiple mailbox post, and single post will be measured by each unit of the kind specified and installed.

Widened shoulder will be measured as a unit of grading within the limits shown on the plans.

Excavation in solid rock for placement of posts will be paid under force account unless otherwise indicated in the Bid Documents.

606.09 Basis of Payment The accepted quantities of guardrail will be paid for at the contract unit price per linear foot for the type specified, complete in place. Reflectorized beam guardrail (“butterfly”-type) delineators will not be paid for directly but will be considered incidental to guardrail items. Reflectorized flexible guardrail marker, terminal end, anchorage assembly, bridge transition, bridge connection, multiple mailbox post, and single post will be paid for at the contract unit price each for the kind specified complete in place.

Guardrail terminals will be paid for at the contract price each, complete in place which price shall be full payment for furnishing and installing all components including the terminal section, posts, offset blocks, "w" beam, cable foundation posts, plates and for all incidentals necessary to complete the installation within the limits as shown on the Standard Details or the Manufacturer's installation instructions. Pay limits for a flared terminal will be 37.5 feet. Pay limits for a tangent terminal will be 50 feet. Each guardrail terminal will be clearly marked with the Manufacturer's name and model number to facilitate any future needed repair. Such payment shall also be full compensation for furnishing all material, excavating, backfilling holes, assembling, and all incidentals necessary to complete the work, except that for excavation for posts or anchorages in solid ledge rock, payment will be made under 109.7.5 – Force Account. Type III Retroreflective Adhesive Sheeting shall be applied to the approach buffer end sections and sized to substantially cover the end section. On all roadways, the ends shall be marked with alternating black and retroreflective yellow stripes. The stripes shall be 3 in wide and sloped down at an angle of 45 degrees toward the side on which traffic is to pass the end section. Guardrail terminals shall also include a set of installation drawings supplied to the Resident.

Anchorage to bridge end posts will be part of the bridge work. Connections thereto will be considered included in the unit bid price for guardrail.

Guardrail to be placed on a radius of curvature of 150 ft or less will be paid for under the designated radius pay item for the type guardrail being placed.

Widened shoulder will be paid for at the contract unit price each complete in place and will be full compensation for furnishing and placing, grading and compaction of aggregate subbase and any required fill material.

Adjust guardrail will be paid for at the contract unit price per linear foot and will be full compensation for adjusting to grade. Payment shall also include adjusting guardrail terminals where required.

Modify guardrail will be paid for at the contract unit price per linear foot and will be full compensation for furnishing and installing offset blocks, additional posts, and other specified modifications; removing, modifying, installing, and adjusting to grade existing posts and beams; removing plate washers and backup plates, and all incidentals necessary to complete the work. Payment shall also include removing and resetting guardrail terminals where required.

Remove and Reset guardrail will be paid for at the contract unit price per linear foot and will be full compensation for removing, transporting, storing, reassembling all parts, necessary cutting, furnishing new parts when necessary, reinstalling at the new location, and all other incidentals necessary to complete the work. Payment shall also include removing and resetting guardrail terminals when required.

Remove, Modify, and Reset guardrail will be paid for at the contract unit price per foot and will be full compensation for the requirements listed in Modify guardrail and Remove and Reset guardrail.

Bridge Connections will be paid for at the contract unit price each. Payment shall include, attaching the connection to the endpost including furnishing and placing concrete and reinforcing steel

necessary to construct new endposts if required, furnishing and installing the terminal connector, and all miscellaneous hardware, labor, equipment, and incidentals necessary to complete the work.

Bridge Transitions will be paid for at the contract unit price each. Payment shall include furnishing and installing the thrie beam or "w"-beam terminal connector, doubled beam section, and transition section, where called for, posts, hardware, precast concrete transition curb, and any other necessary materials and labor, including the bridge connection as stated in the previous paragraph.

No payment will be made for guardrail removed, but not reset and all costs for such removal shall be considered incidental to the various contract pay items.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
606.1301 31" W-Beam Guardrail - Mid-Way Splice – Single Faced	Linear Foot
606.1302 31" W-Beam Guardrail - Mid-Way Splice – Double Faced	Linear Foot
606.1303 31" W-Beam Guardrail - Mid-Way Splice, 15' Radius and Less	Linear Foot
606.1304 31" W-Beam Guardrail - Mid-Way Splice, Over 15' Radius	Linear Foot
606.1305 31" W-Beam Guardrail - Mid-Way Splice Flared Terminal	Each
606.1306 31" W-Beam Guardrail - Mid-Way Splice Tangent Terminal	Each
606.1307 Bridge Transition (Asymmetrical) – Type IA	Each
606.1721 Bridge Transition - Type I	Each
606.1722 Bridge Transition - Type II	Each
606.1731 Bridge Connection - Type I	Each
606.1732 Bridge Connection - Type II	Each
606.178 Guardrail Beam	Linear Foot
606.25 Terminal Connector	Each
606.257 Terminal Connector - Thrie Beam	Each
606.259 Anchorage Assembly	Each
606.265 Terminal End-Single Rail - Galvanized Steel	Each
606.266 Terminal End-Single Rail - Corrosion Resistant Steel	Each
606.275 Terminal End-Double Rail - Galvanized Steel	Each
606.276 Terminal End-Double Rail - Corrosion Resistant Steel	Each
606.353 Reflectorized Flexible Guardrail Marker	Each
606.354 Remove and Reset Reflectorized Flexible Guardrail Marker	Each
606.356 Underdrain Delineator Post	Each
606.358 Guardrail, Modify	Linear Foot
606.362 Guardrail, Adjust	Linear Foot
606.365 Guardrail, Remove, Modify, and Reset	Linear Foot
606.366 Guardrail, Remove and Reset	Linear Foot
606.367 Replace Unusable Existing Guardrail Posts	Each
606.47 Single Wood Post	Each
606.48 Single Galvanized Steel Post	Each

606.50	Single Steel Pipe Post	Each
606.51	Multiple Mailbox Support	Each
606.568	Guardrail, Modify - Double Rail	Linear Foot
606.63	Thrie Beam Rail Beam	Linear Foot
606.64	Guardrail Thrie Beam - Double Rail	Linear Foot
606.65	Guardrail Thrie Beam - Single Rail	Linear Foot
606.66	Terminal End Thrie Beam	Each
606.70	Transition Section - Thrie Beam	Each
606.71	Guardrail Thrie Beam - 15 ft radius and less	Linear Foot
606.72	Guardrail Thrie Beam - over 15 ft radius	Linear Foot
606.73	Guardrail Thrie Beam - Single Rail Bridge Mounted	Linear Foot
606.74	Guardrail - Single Rail Bridge Mounted	Linear Foot
606.753	Widen Shoulder for Low Volume Guardrail End	Each
606.754	Widen Shoulder for Flared Guardrail Terminal	Each
606.78	Low Volume Guardrail End	Each
606.80	Buried-in-Slope Guardrail End	Each

SECTION 608 SIDEWALKS

Section 608.022 Detectable Warning Materials Standard Revise this section by removing the last sentence of this section beginning with “Concrete...” and replacing it with **“Concrete shall meet the requirements of Section 608.021, Sidewalk Materials, of this specification or may be a prepackaged concrete mix from the Department’s Qualified Products List (QPL).”**

SECTION 609 CURB

609.02 Materials Revise the paragraph beginning “The Contractor shall submit a concrete mix...” so that it reads:

“The Contractor shall submit a concrete mix design for the Portland Cement Concrete to the Resident, with a minimum designed compressive strength of 3000 psi concrete fill.”

609.03 Vertical Stone Curb, Terminal Section and Transition Sections and Portland Cement Concrete Curb, Terminal Sections and Transition Sections Revise this section by underlining the section number and title so that it reads in the spec book as:

“609.03 Vertical Stone Curb, Terminal Section and Transition Sections and Portland Cement Concrete Curb, Terminal Sections and Transition Sections”

Revise the last paragraph beginning with “The Contractor may elect...” so that it reads:

“The Contractor may elect to substitute concrete to backfill Stone Curbing or Stone Edging at their option. If the concrete backfill option is elected, the Concrete Fill shall meet the requirements of 609.02. The Contractor shall submit a concrete design for the Portland Cement Concrete, with a minimum designated compressive strength of 3000 PSI meeting the requirements of Class S or Class Fill Concrete. The Contractor may elect to choose a Prepackaged Concrete Mix from the Department’s Qualified Products list (QPL). Concrete backfill shall be completed in conformance with a Department supplied concrete backfill detail.”

SECTION 610

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

610.02 Materials Amend this subsection by adding the following to the end of the material list:
“Stone Ditch Protection 703.29”

SECTION 618

SEEDING

618.08 Mulching Revise this Section so that the third sentence reads: “Mulch for Seeding Method Number 1 shall only be cellulous fiber mulch Section 619.04 (b) or straw mulch Section 619.04 (a).”

SECTION 619

MULCH

619.03 General Amend this Section by adding the following sentence to the end: **“Straw mulch shall be used in all wetland areas.”**

SECTION 626

FOUNDATIONS, CONDUIT, AND JUNCTION BOXES FOR HIGHWAY SIGNING, LIGHTING, AND SIGNALS

Section 626.021 Miscellaneous Materials Revise this section by removing the fourth paragraph beginning with “ All Concrete for concrete encasement...” and replace it with **“All concrete for concrete encasement of conduit shall be Class S or Class Fill concrete in accordance with the applicable requirements of Section 502 – Structural Concrete, or a Prepackaged Concrete Mix from the Department’s Qualified Products List (QPL).”**

Section 626.031 Conduit Revise the fifth paragraph beginning with “After the trench has been...” by removing the last sentence beginning with “Where concrete encasement...” and replacing it with **“Where concrete encasement is required around the conduit, the concrete shall meet Class S, Class Fill in accordance with the applicable requirements of Section 502 – Structural Concrete, or a Prepackaged Concrete Mix from the Department’s Qualified Products List (QPL).”**

626.034 Concrete Foundations Revise this Section by changing ‘626.037’ to ‘**626.036**’ in the Second Paragraph which begins with “Foundations shall consist of cast-in-place...”.

Revise the 10th paragraph beginning with “Before placing concrete, the required elbows...” by removing “...in accordance with **Standard Specification 633.**”

626.036 Precast Foundations Revise the last sentence of paragraph one so that it reads: **“Construction of precast foundations shall conform to the Standard Details and all requirements of 712.061.”**

SECTION 627 PAVEMENT MARKINGS

627.06 Application Revise this subsection by replacing the paragraph beginning with “ On other final pavement markings...” with the following:

“On other final pavement markings and on curb, where the paint is applied by hand painting or spraying, application shall be one uniform covering coat at least 16 mils thick. Before the paint has dried, the glass beads shall be applied by a pressure system that will force the glass beads onto the undried paint as uniformly as possible.

Painted lines and markings shall be applied in accordance with the manufacturer’s published recommendations. These recommendations will be supplied to the Resident prior to installation.”

SECTION 643 TRAFFIC SIGNALS

643.021 Materials Amend this subsection by adding the following at the end:

“MaineDOT is transitioning to MASH2016 criteria for Work Zone Traffic Control Devices on the following schedule:

Temporary Traffic Control Signals will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 4 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029.”

643.09 Service Connection Revise this subsection by removing the paragraph that begins with “Traffic signal services shall have...”.

And by removing the paragraphs beginning with “ A service ground rod shall be installed...” and “A total of 4, 10’ service...” and replace them with **“A total of 4, 10’ service ground rods shall be installed and properly connected together on the outside of the cabinet foundation. One ground rod shall be located at each corner and shall be either flush or slightly below finished grade. The connection between the ground rod and the ground wire shall be an**

exothermic connection such as a Cadweld. The ground wire from the interconnected ground rods shall be routed through a conduit in the foundation and into the base of the cabinet”.

SECTION 645 HIGHWAY SIGNING

Section 645.023 Sign Support Structures. Under letter “c.”, revise the fifth paragraph beginning with “In addition to the required details...” by removing the words **”and foundation”** from the 5th sentence.

Section 645.08 Method of Measurement. Revise the second paragraph beginning with “Bridge-type, cantilever and...” by removing the words **”including the foundation”** .

Section 645.09 Basis of Payment. Revise the third paragraph beginning with “The accepted bridge-type, cantilever and...” by removing the word **”foundation”** from the second sentence. Add the following sentence to the end of the paragraph **“Conduits, Junction Boxes, and Foundations will be paid for under Section 626.”**

SECTION 652 MAINTENANCE OF TRAFFIC

Amend this Section by adding the following new subsection:

“652.2.6 Device Crashworthiness MaineDOT is transitioning to MASH2016 criteria for Work Zone Traffic Control Devices on the following schedule:

Category 1 (Cones, Drums, Tubular Markers, Flexible Delineators, and similar devices that have little chance of causing windshield penetration, tire damage, or other significant effect on the control or trajectory of a vehicle) – All Category 1 devices will be manufacturer self-certified as MASH2016 by January 1, 2025. Current Category 1 devices in useful serviceable condition that are not self-certified as MASH2016 compliant may be utilized through December 31, 2024.

Category 2 (Barricades, Portable Sign Supports, Category 1 devices with attachments, and similar devices that are not expected to produce significant vehicular velocity change but may be otherwise hazardous) – All Category 2 devices will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2025. Current Category 2 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2024.

Category 3 (Portable Concrete Barrier, Portable Crash Cushions, Truck Mounted Attenuators, Category 2 devices weighing more than 100 pounds, and similar devices that are expected to produce significant vehicular velocity change or other harmful reactions) – All Category 3 devices will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 3 devices in useful serviceable condition that are successfully tested to

NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029. (See Standard Specification 526 for additional Portable Concrete Barrier information).

Category 4 (Trailer Mounted Devices: Arrow Boards, Temporary Traffic Control Signals, Area Lighting, Portable Changeable Message Sign, and other similar devices.) – All Category 4 devices will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 4 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029.”

652.4 Flaggers Revise the first paragraph of this section so that it reads:

“The Contractor shall furnish flaggers as required by the TCP or as otherwise specified by the Resident. All flaggers must have successfully completed a flagger test approved by the Department and administered by a Department-approved Flagger-Certifier who is employing that flagger. All flaggers must carry an official certification card with them while flagging that has been issued by their employer.”

SECTION 681 PRECAST AGGREGATE-FILLED, CONCRETE BLOCK GRAVITY WALL

681.08 Basis of Payment Amend this section by adding the Item Number “**681.10**” in front of the item “Precast Aggregate-Filled Concrete Block Gravity Wall” at the end of the section.

SECTION 703 AGGREGATES

Add the following to Section 703 - Aggregates

703.01 Fine Aggregate for Concrete Fine aggregate for concrete shall consist of natural sand or, when approved by the Resident, other inert materials with similar characteristics or combinations thereof, having strong, durable particles. Fine aggregate from different sources of supply shall not be mixed or stored in the same pile nor used alternately in the same class of construction or mix without permission of the Resident.

All fine aggregate shall be free from injurious amounts of organic impurities. Should the fine aggregate, when subjected to the colorimetric test for organic impurities, AASHTO T 21, produce a color darker than the reference standard color solution (laboratory designation Plate III), the fine aggregate shall be rejected.

Fine aggregate shall have a sand equivalent value of not less than 75 when tested in accordance with AASHTO T 176.

Fine aggregate sources shall meet the Alkali Silica Reactivity (ASR) requirements of Section 703.0201.

The fineness modulus shall not be less than 2.26 or more than 3.14. If this value is exceeded, the fine aggregate will be rejected unless suitable adjustments are made in proportions of coarse and fine

aggregate. The fineness modulus of fine aggregate shall be determined by adding the cumulative percentages of material by weight retained on the following sieves: Nos. 4, 8, 16, 30, 50, 100 and dividing by 100.

Fine aggregate, from an individual source when tested for absorption as specified in AASHTO T 84, shall show an absorption of not more than 2.3 percent.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
$\frac{3}{8}$ inch	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	10-30
No. 100	2-10
No. 200	0-5.0

703.02 Coarse Aggregate for Concrete Coarse aggregate for concrete shall consist of crushed stone or gravel having hard, strong, durable pieces, free from adherent coatings and of which the composite blend retained on the $\frac{3}{8}$ inch sieve shall contain no more than 15 percent, by weight of flat and elongated particles when performed in accordance with test method ASTM D 4791, Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate, using a dimensional ratio of 1:5.

The coarse aggregate from an individual source shall have an absorption no greater than 2.0 percent by weight determined in accordance with AASHTO T 85 modified for weight of sample.

The composite blend shall have a Micro-Deval value of 18.0 percent or less as determined by AASHTO T 327 or not exceed 40 percent loss as determined by AASHTO T 96.

Coarse aggregate sources shall meet the Alkali Silica Reactivity (ASR) requirements of Section 703.0201.

Coarse aggregate shall conform to the requirements of the following table for the size or sizes designated and shall be well graded between the limits specified.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves			
Grading	A	AA	S	LATEX
Aggregate Size	1 inch	$\frac{3}{4}$ inch	$1\frac{1}{2}$ inch	$\frac{1}{2}$ inch
2 inch			100	
$1\frac{1}{2}$ inch	100		95-100	
1 inch	95-100	100	-	
$\frac{3}{4}$ inch	-	90-100	35-70	100
$\frac{1}{2}$ inch	25-60	-	-	90-100
$\frac{3}{8}$ inch	-	20-55	10-30	40-70
No. 4	0-10	0-10	0-5	0-15
No. 8	0-5	0-5	-	0-5
No. 16	-	-	-	-
No. 50	-	-	-	-
No. 200	0 - 1.5	0 - 1.5	0 - 1.5	0 - 1.5

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

As per AASHTO T 303 (ASTM C 1260): Use of a particular coarse or fine aggregate will be allowed with no restrictions when the mortar bars made with this aggregate expand less than or equal to 0.10 percent at 30 days from casting. Use of a particular coarse or fine aggregate will be classified as potentially reactive when the mortar bars made with this aggregate expand greater than 0.10 percent at 30 days from casting. Use of this aggregate will only be allowed with the use of cement-pozzolan blends and/or chemical admixtures that result in mortar bar expansion of less than 0.10 percent at 30 days from casting as tested under ASTM C 1567.

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

- Class F Coal Fly Ash meeting the requirements of AASHTO M 295
- Ground Granulated Blast Furnace Slag (Grade 100 or 120) meeting the requirements of AASHTO M 302
- Densified Silica Fume meeting the requirements of AASHTO M 307
- Lithium-based admixtures
- Metakaolin

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

703.05 Aggregate for Sand Leveling Aggregate for sand leveling shall be sand of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The aggregate shall meet the grading requirements of the following table.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
$\frac{3}{8}$ inch	85-100
No. 200	0-5.0

703.06 Aggregate for Base and Subbase The following shall apply to Sections (a.) and (c.) below. The material shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0, the Washington State Degradation DOT Test Method T113, Method of Test for Determination of Degradation Value (January 2009 version) shall be performed, except that the test shall be performed on the portion of the sample that passes the $\frac{1}{2}$ inch sieve and is retained on the No. 10 sieve. If the material has a Washington Degradation value of less than 15, the material shall be rejected. The material used in Section (b.) below shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0 the material may be used if it does not exceed 25 percent loss on AASHTO T 96, Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

Recycled Asphalt Pavement (RAP) shall not be used for or blended with aggregate base or subbase.

- a. Aggregate for base, Type A and B shall be crushed ledge or crushed gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of the part that passes a 3 inch sieve shall meet the grading requirements of the following table:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves	
	Type A	Type B
$\frac{1}{2}$ inch	45-70	35-75
$\frac{1}{4}$ inch	30-55	25-60
No. 40	0-20	0-25
No. 200	0-6.0	0-6.0

At least 50 percent by weight of the material retained on the No. 4 sieve shall have at least one fractured face as tested by AASHTO T 335.

Type A aggregate for base shall only contain particles of rock that will pass the 2 inch square mesh sieve.

Type B aggregate for base shall only contain particles of rock that will pass the 4 inch square mesh sieve.

- b. Aggregate for base, Type C shall be crushed ledge or crushed gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The material shall meet the grading requirements of the following table:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
	Type C
4 inches	100
3 inches	90-100
2 inches	75-100
1 inch	50-80
½ inch	30-60
No. 4	15-40
No. 200	0-6.0

At least 50 percent by weight of the material coarser than the No. 4 sieve shall have at least one fractured face as tested by AASHTO T 335.

- c. Aggregate for subbase shall be sand or gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of the part that passes a 3 inch sieve shall meet the grading requirements of the following table:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves	
	Type D	Type E
½ in	35-80	
¼ inch	25-65	25-100
No. 40	0-30	0-50
No. 200	0-7.0	0-7.0

Type D aggregate for subbase gravel may contain up to 50 percent by weight Recycled Concrete Aggregate (RCA). When RCA is used, the portion of the resulting blend of gravel and RCA retained on a ½" square mesh sieve shall contain a total of no more than 5 percent by weight of other recycled materials such as brick, concrete masonry block, or asphalt pavement as determined by visual inspection.

RCA shall be substantially free of wood, metal, plaster, and gypsum board as defined in Note 9 in Section 7.4 of AASHTO M 319. RCA shall also be free of all substances that fall under the category of solid waste or hazardous materials.

Aggregate for subbase shall not contain particles of rock which will not pass the 6 inch square mesh sieve.

703.08 Recycled Asphalt Pavement Recycled asphalt pavement shall consist of salvaged asphalt materials from milled pavements or production waste that has been processed before use to meet the requirements of the job mix formula. It shall be free of winter sand, granular fill, construction debris, or other materials not generally considered asphalt pavement.

703.081 RAP for Asphalt Pavement Recycled Asphalt Pavement (RAP) may be introduced into hot-mix asphalt pavement at percentages approved by the Department according to the MaineDOT Policies and Procedures for HMA Sampling and Testing.

If approved by the Department, the Contractor shall provide documentation stating the source, test results for average residual asphalt content, and stockpile gradations showing RAP materials have been sized to meet the maximum aggregate size requirements of each mix designation. The Department will obtain samples for verification and approval prior to its use.

The maximum allowable percent of RAP shall be determined by the asphalt content, the percent passing the 0.075 mm sieve, the ratio between the percent passing the 0.075 mm sieve and the asphalt content, and Coarse Micro-Deval loss values as tested by the Department.

The maximum percentage of RAP allowable shall be the lowest percentage as determined according to Table 4 below:

Classification	Maximum RAP Percentage Allowed	Asphalt content standard deviation	Percent passing 0.075 mm sieve standard deviation	Percent passing 0.075 mm sieve / asphalt content ratio	Residual aggregate M-D loss value
Class III	10%	≤ 1.0	N/A	≤ 4.0	≤ 18
Class II	20%	≤ 0.5	≤ 1.0	≤ 2.8	
Class I	30%	≤ 0.3	≤ 0.5	≤ 1.8	

Table 4: Maximum Percent RAP According to Test Results

The Department will monitor RAP asphalt content and gradation during production by testing samples from the stockpile at approximately 15,000 T intervals (in terms of mix production). The

allowable variance limits (from the numerical average values used for mix designs) for this testing are determined based upon the maximum allowable RAP percentage and are shown below in Table 5.

Table 5: RAP Verification Limits

Classification	Asphalt content (compared to aim)	Percent passing 0.075 mm sieve (compared to aim)
Class III	± 1.5	± 2.0
Class II	± 1.0	± 1.5
Class I	± 0.5	± 0.7

For specification purposes, RAP will be categorized as follows:

Class III – A maximum of 10.0 percent of Class III RAP may be used in any base, intermediate base, surface, or shim mixture. A maximum of 20.0 percent of Class III RAP may be used in hand-placed mixes for item 403.209.

Class II – A maximum of 20.0 percent Class II RAP in any base, binder, surface, or shim course.

Class I – A maximum of 20.0 percent Class I RAP may be used in any base, intermediate base, surface, or shim mixture without requiring a change to the specified asphalt binder. A maximum of 30.0 percent Class I RAP may be used in in any base or intermediate base mixture provided that a PG 58-28 or PG 58-34 asphalt binder is used. A maximum of 30.0 percent Class I RAP may be used in any surface or shim mixture provided that PG 58-34 asphalt binder is used. Mixtures exceeding 20.0 percent Class I RAP must be evaluated and approved by the Department.

The Contractor may use up to two different RAP sources in any one mix design. The total RAP percentage of the mix shall not exceed the maximum allowed for the highest classification RAP source used (i.e. if a Class I & Class III used, total RAP must not exceed 30.0%). The blended RAP material must meet all the requirements of the classification for which the RAP is entered (i.e. 10% Class III with 20% Class I, blend must meet Class I criteria). The Department may take belt cuts of the blended RAP to verify the material meets these requirements. If the Contractor elects to use more than one RAP source in a design, the Contractor shall provide an acceptable point of sampling blended RAP material from the feed belt.

In the event that RAP source or properties change, the Contractor shall notify the Department of the change and submit new documentation stating the new source or properties a minimum of 72 hours prior to the change to allow for obtaining new samples and approval.

SECTION 710 FENCE AND GUARDRAIL

710.06 Fence Posts and Braces Revise the first Paragraph so that it reads:

“Wood posts shall be of cedar, white oak, or tamarack or other AWP approved species, of the diameter or section and length shown on the plans.”

Remove the fourth paragraph which starts “ That portion of wood posts...”.

Revise the paragraph beginning with “Braces shall be of spruce, eastern hemlock ... so that it now reads:

“Braces shall be of spruce, eastern hemlock, Norway pine, pitch pine, or tamarack timbers or other AWP approved species, or spruce, cedar, tamarack or other AWP approved species round posts of sufficient length to make a diagonal brace between adjacent posts. All wood posts and braces shall be pressure-treated in accordance with AASHTO M 133 and AWP U1, UC4A Commodity Specification B: Posts. “

710.07 Guardrail Posts Revise this section so that the first sentence of section a. reads:

“a. Wood posts shall be of Norway pine, southern yellow pine, pitch pine, Douglas fir, red pine, white pine, or eastern hemlock or other AWP approved species.”

Revise the next paragraph so that it reads:

Wood posts and offset brackets shall be preservative treated in accordance with the requirements of AASHTO M 133 and AWP U1, UC4A Commodity Specification B: Posts.

710.08 Guardrail Hardware Revise this subsection by replacing “AASHTO M 298” with “ASTM B965”

SECTION 712 MISCELLANEOUS HIGHWAY MATERIAL

712.061 Structural Precast Units Amend this section by adding the following sentence to the end of the first paragraph of the Construction subsection:

“Facilities certified by NPCA or PCI shall provide to the Fabrication Engineer a copy of their annual audit to include deficiency reports and corrective actions.”

Revise this section by changing the letter “b” of ASTM C1611 of the Concrete Testing subsection so that it reads:

“b. Air content shall be 5.0% to 8.0%.”

SECTION 713 STRUCTURAL STEEL AND RELATED MATERIAL

Section 713.02 High Strength Bolts

Revise the second sentence of this subsection so that it reads **“Nuts shall meet the requirement of ASTM A563”**. Revise the third sentence of this subsection so that it reads **“Circular and beveled washers shall conform to the requirement of ASTM F436”**.

SECTION 718 TRAFFIC SIGNALS MATERIAL

718.03 Signal Mounting Amend the paragraph beginning with “All trunions, brackets and...” by adding **“For polycarbonate signal heads with more than 3 sections or requiring mounting extensions greater than 12 inches in length, reinforcing plates shall be used to reinforce the housings at the point of attachment.”** to the end of the paragraph.

718.08 Controller Cabinet Revise this subsection by replacing the paragraph beginning with “The cabinet shall be supplied with LED light panels...” on or about page 7-66 with **“The cabinet shall be supplied with white LED light panels which shall automatically illuminate via a door open switch whenever one of the four main cabinet doors are opened for the ground mount cabinet or two main doors for the side of pole cabinet. The ground mounted cabinet shall contain four LED light panels per side totaling eight panels for the cabinet; one panel each at the top and bottom portion of the front side and back side on the Control side and Power/Auxiliary side of the cabinet. Each light panel shall produce a minimum of 250 lumens for a total minimum lumen output of 2000 lumens with all eight panels illuminated. The minimum output per side would be 1000 lumens. The LED panels shall be protected by a clear shatterproof shield. The side of pole mounted cabinet shall contain four light panels; one at the top of the rack assembly and one at the bottom rack assembly on each side of the cabinet. A second door open status switch per door shall activate a controller input to log a report event that one of the doors was opened. All door open status switches shall be connected to the same controller input. For the ground mount cabinet, there shall be two switches on each of the four main doors. For the side-of-pole mount cabinet, there shall be two switches on each of the two main doors.”**

Revise this subsection by replacing the paragraph beginning with “The cabinet shall be supplied with a generator panel ...” on or about page 7-68 with:

“The cabinet shall be supplied with a generator panel. The generator panel shall

consist of a manual transfer switch and a twist-lock connector for generator hookup. The transfer switch knob and twist-lock connector shall be located inside a stainless steel enclosure with a separate lockable door accessed with a Corbin #2 key. The unit shall be mounted on the left, exterior of the control side wall of the ground mount cabinet a minimum of 36" above the surrounding grade and on the lower left side of the pole mounted cabinet. The generator transfer switch shall be a Reliance C30A1N Signa Series or approved equal. "

Revise this subsection by removing the following from the paragraph beginning with "The ground mounted cabinet shall be supplied and installed with an electric service meter socket trim and electrical service disconnect switch ..." on or about page 7-69: **"(removed: thus preventing that space from being used either by equipment supplied as part of the project, or future equipment that would be installed in the rack system. Joe indicated that he would add this language to the detail so it is covered.)"**

Revise this subsection by replacing the following in the paragraph beginning with "The Contractor shall reconfigure the default user name..." on or around page 7-70; "MaineDOT IT" with **"MaineDOT Traffic Division"**.

In the paragraph beginning with "Tests shall be conducted by the contractor..." on or around page 7-73, amend this subsection by removing **"in the state of Maine and"** after "The facility shall be".

Amend this Section by adding the following subsection:

718.13 Field Monitoring Unit (FMU) This item of work shall conform to this specification. This item shall consist of furnishing and installing a Field Monitoring Unit (FMU) and software, as well as all needed accessories required for a full and complete installation, including but not limited to power adapters, Ethernet cables, and interface cables, as described herein.

Where applicable, communications from MaineDOT's cloud-based Central Management System (CMS) to the on-street traffic signal controllers shall be made through fiber optic interconnect cable connected back to existing internet connections and/or the Field Monitoring Unit (FMU). The Contractor shall furnish and install all materials necessary for a complete and operational fiber optic interconnection to all project intersections as shown on the plans. All connections to the CMS cloud-based system shall be via a secure VPN network.

The FMU shall be the only remote connection device used by isolated intersections to connect to the cloud-based system. All connections shall be encrypted VPN tunnels. The Contractor shall coordinate all configuration settings with MaineDOT IT and the Engineer.

The FMU central web based interface shall be a separate element from the CMS.

MATERIALS: The materials for this work shall conform to the following requirements:

1. The work under this item specifies the requirements for the FMU. The FMU shall operate independent of the brand/type of intersection controller deployed in the ATC traffic cabinet.
2. The FMU shall conform to the following requirements:

- 2.1 The FMU shall function correctly between -34 degrees C and +74 degrees C.
- 2.2 The FMU shall be provided with appropriately rated connectors that allows the FMU to be exchanged by unplugging connectors, without tools.
- 2.3 The FMU shall monitor and log all ATC Controller and ATC cabinet faults and or alarms.
- 2.4 The FMU shall be wired directly to the ATC cabinet.
- 2.5 The FMU shall have an internal cellular modem running at 4G LTE.
 - 2.5.1 The Cellular modem shall be designed to be replaced / upgraded to 5G service when available.
- 2.6 The FMU shall incorporate an integrated GPS and cell modem.
- 2.7 The configuration of the FMU shall be accomplished by accessing the internal web server with a browser. It shall be possible to configure the FMU without any special software.
- 2.8 The FMU shall be powered via a standard 120V input power.
- 2.9 The FMU shall allow for the routing of the controller configuration packets to and from the controller (either by Ethernet or serial communications) for any type of controller utilized by the MaineDOT. In this way it shall be possible to configure the controller and utilize the controller specific software to interrogate the controller, and the FMU shall provide the communications pipe which allows this to be accomplished.
- 2.10 The FMU shall, within the size limitations above, include a battery and battery charging/monitoring circuit, to allow the FMU to function correctly even when all power to the intersection has failed. The battery shall continue to power the FMU for a minimum of 5 hours after all power has failed to the intersection.
- 2.11 The FMU shall incorporate an integrated GPS which will allow the FMU to geo-locate itself on the FMU management software map, without configuration.
- 2.12 The FMU shall operate without requiring a static IP address. The only configuration required at the FMU is to enter the URL of where the FMU management software is hosted.
- 2.13 In the event that the cell service is interrupted or is not available, the FMU shall store any events that occur in internal memory and forward these events automatically to the FMU management software when the cell service is restored. In this way, a complete record of events at the device can be maintained even if cell service is interrupted for a period. The system will store 5000 events.
- 2.14 The FMU shall utilize HTTP and HTTPS protocols, and XML data structures, for communication with the FMU management software. In this way the data will be open

for future expansion and competition. The use of secret proprietary protocols is not permitted.

- 2.15 The FMU shall include Ethernet communications via an Ethernet Port with RJ45 connector.
- 2.16 The FMU shall include weather proof antennas.

3. Map Display FMU Management Software

- 3.1 The FMU shall include a scrollable, zoomable map display, with the intersections and other monitored devices shown as representative icons on the map. The map shall include the ability to see the intersections using Google Streetview.
- 3.2 The alarm status of the intersection shall be clearly indicated on the icon on the map, so that the user can see at a glance which intersections are in alarm.
- 3.3 The map display shall also include a list of intersections, with the number and priority of alarms indicated on the list. Intersections in high priority alarm shall be moved to the top of the list, followed by medium priority, low priority and then finally by intersections not in alarm.
- 3.4 The icons shall change to be able to clearly indicate if an intersection is offline.
- 3.5 Clicking on the icon on the map shall expose a box with the current parameters of the intersection shown.
- 3.6 The default map display position and zoom shall be configurable by user, so that the user's view will default to show the intersections that the user is responsible for managing.
- 3.7 The map view shall have the ability to show Google traffic overlays on the map.

4. Intersection Detail Display FMU Management Software

- 4.1 It shall be possible to drill down, either from the map icon or from the list, to a device level detail for the intersection, which as a minimum shall display the following parameters:
 - 4.1.1 The alarm status, with priority indicated, and a text description of the alarm (if an alarm is present for this device).
 - 4.1.2 The time since the last communication with the device
 - 4.1.3 The following parameters (real time now values, minimum for the day values, maximum for the day values, and average for the day values)
 - 4.1.3.1 The AC mains voltage (value)
 - 4.1.3.2 The battery back-up voltage (value)

- 4.1.3.3 The cabinet temperature (value)
- 4.1.3.4 The cabinet humidity (value)
- 4.1.3.5 The presence of AC power (OK or Fail)
- 4.1.3.6 The flashing status of the intersection (OK or Flashing)
- 4.1.3.7 Stop Time status (OK or Stop Time Active)
- 4.1.3.8 The cabinet door status (Open or Closed)
- 4.1.3.9 The intersection fan status (Fan On or Fan off)
- 4.1.4 It shall be possible to view graphs of each of the value parameters in graphical form, over the recent two-week period. This includes real time graphs of:
 - 4.1.4.1 The AC mains voltage
 - 4.1.4.2 The battery back-up voltage
 - 4.1.4.3 The cabinet temperature
 - 4.1.4.4 The cabinet humidity

5. Diagnostics and Log Display FMU Management Software

- 5.1 From the device level detail within the FMU management software, it shall be possible to drill down to get the raw data; the error logs; and the communications logs to allow a technician to fault-find problems.
- 5.2 It shall be possible to filter the logs by Device; by Device Type and/or by Group as well as between dates.
- 5.3 It shall be possible to print these selected logs to a local printer or a PDF file.
- 5.4 It shall be possible to export these logs to Excel on the local computer for further analysis.

6. Alarms FMU Management Software

- 6.1 The FMU management software shall have a comprehensive alarm generation capability
- 6.2 It shall be possible to configure alarms to be generated on any parameter becoming out of tolerance, including analog values, digital values and enumerated values.
- 6.3 Alarms shall be configurable to be of Low, High or Critical Priority.
- 6.4 The alarm priority shall be displayed throughout the FMU management software, on all displays, using color codes such as red-critical; yellow – high; and amber-low to indicate the priority of the alarm.

6.5 The current active alarms shall be accessible for view via an expandable window, to see which alarms are active and when the alarm occurred. The highest priority alarms shall rise to the top of the list.

7. Alerts FMU Management Software

7.1 The FMU management software shall have comprehensive alerting capability, to enable the response personnel to be notified when an abnormal situation has occurred.

7.2 It shall be possible to configure alerts to one or more personnel for each alarm. This will cause, as selected, an SMS and/or an email to be sent to the person when an alarm occurs.

7.3 The alert shall be configurable to optionally send via email and/or via SMS a message when an alarm clears.

7.4 The intention is that the FMU management software provides the alerts to the user in near real time. The SMS and email shall be issued within 30 seconds of the occurrence of event which results in an alert being issued.

8. Hosting and Connectivity and Service FMU / FMU Management Software

8.1 The contractor shall supply the FMU with the FMU manufacturers 10 year options for Connectivity and Service, as part of the purchase price. The Connectivity and Service agreement shall include at a minimum:

8.1.1 Cellular Connectivity

8.1.2 No cellular overage charges

8.1.3 Extended warranty on the hardware for the period of the Connectivity and Service Agreement

8.1.4 Over-the-air software updates

8.1.5 Over-the-air security updates

8.1.6 Future Connected Vehicles Service

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

720.12 Wood Sign Posts Revise the first sentence so that it reads:

Wood sign posts shall be rectangular, straight and sound timber, cut from live growing native spruce, red pine, hemlock, cedar trees or other AWPAs approved species, free from loose knots or other structurally weakening defects of importance, such as shake or holes or heart rot.

Revise the third paragraph that starts with “When pressure treated...” so that it reads:

All sign posts shall be pressure-treated in accordance with AASHTO M 133 and AWPAs Standard U1, UC4A, Commodity Specification A: Sawn Products.

APPENDIX A TO DIVISION 100

SECTION 1 - BIDDING PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 - FEDERAL EEO AND CIVIL RIGHTS REQUIREMENTS

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

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

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

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

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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

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

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

Provide immediate written notification to the Department's Civil Rights Office when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Design-Builder's efforts to meet its obligations.

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

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

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

Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractor's and Subcontractors with whom the Contractor does or anticipates doing business.

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

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

Validate all tests and other selection requirements.

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

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

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

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

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

C. Goals for Employment of Women and Minorities Per Executive Order 11246, craft tradesperson goals are 6.9% women and .5% minorities employed. However, goals may be adjusted upward at the mutual agreement of the Contractor and the Department. Calculation of these percentages shall not include On-the-Job Training Program trainees, and shall not include clerical or field clerk position employees.

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

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

§60-4.2 Solicitations

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

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

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

<u>Goals for female participation in each trade</u>	6.9%

Goals for minority participation for each trade

Maine

001 Bangor, ME	0.8%

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

002 Portland-Lewiston, ME

SMSA Counties: 4243 Lewiston-Auburn, ME (Androscoggin)	0.5%

6403 Portland, ME (Cumberland, Sagadahoc)	0.6%

Non-SMSA Counties:
(Franklin, Kennebec, Knox, Lincoln, Oxford, Somerset, York)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be in violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated started and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department form 941;
 - d. "Minority" includes:

- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of the North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor, is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors for Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a. through p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specific.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant, thereto.

6. In order for the non working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as expensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, when possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment sources or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment, efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing prior to the date for the acceptance of applications for apprenticeship or the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7 a through p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7 a through p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program and reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions take on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, specific minority group of women is underutilized.)
10. The Contractor shall not use the goals and timetables or affirmative action even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementation regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.6.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

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

Section 105.10 EQUAL OPPORTUNITY AND CIVIL RIGHTS.

SECTION 3 - OTHER FEDERAL REQUIREMENTS

Unless expressly otherwise provided in the Bid Documents, the provisions contained in this Section 3 of this "Federal Contract Provisions Supplement" are hereby incorporated into the Bid Documents and Contract.

A. Buy America

If the cost of products purchased for permanent use in this project which are manufactured of steel, iron or the application of any coating to products of these materials exceeds 0.1 percent of the contract amount, or \$2,500.00, whichever is greater, the products shall have been manufactured and the coating applied in the United States. The coating materials are not subject to this clause, only the application of the coating. In computing that amount, only the cost of the product and coating application cost will be included.

Ore, for the manufacture of steel or iron, may be from outside the United States; however, all other manufacturing processes of steel or iron must be in the United States to qualify as having been manufactured in the United States.

United States includes the 50 United States and any place subject to the jurisdiction thereof.

Products of steel include, but are not limited to, such products as structural steel, piles, guardrail, steel culverts, reinforcing steel, structural plate and steel supports for signs, luminaries and signals.

Products of iron include, but are not limited to, such products as cast iron grates.

Application of coatings include, but are not limited to, such applications as epoxy, galvanized and paint.

To assure compliance with this section, the Contractor shall submit a certification letter on its letterhead to the Department stating the following:

“This is to certify that products made of steel, iron or the application of any coating to products of these materials whose costs are in excess of \$2,500.00 or 0.1 percent of the original contract amount, whichever is greater, were manufactured and the coating, if one was required, was applied in the United States.”

B. Materials

a. Convict Produced Materials References: 23 U.S.C. 114(b)(2), 23 CFR 635.417

Applicability: FHWA's prohibition against the use of convict material only applies to Federal-aid highways. Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if: 1) such materials have been produced by convicts who are on parole, supervised release, or probation from a prison; or 2) such material has been produced in a qualified prison facility, e.g., prison industry, with the amount produced during any 12-month period, for use in Federal-aid projects, not exceeding the amount produced, for such use, during the 12-month period ending July 1, 1987.

Materials obtained from prison facilities (e.g., prison industries) are subject to the same requirements for Federal-aid participation that are imposed upon materials acquired from other sources. Materials manufactured or produced by convict labor will be given no preferential treatment.

The preferred method of obtaining materials for a project is through normal contracting procedures which require the contractor to furnish all materials to be incorporated in the work. The contractor selects the source, public or private, from which the materials are to be obtained (23 CFR 635.407). Prison industries are prohibited from bidding on projects directly (23 CFR 635.112e), but may act as material supplier to construction contractors.

Prison materials may also be approved as State-furnished material. However, since public agencies may not bid in competition with private firms, direct acquisition of materials from a

prison industry for use as State-furnished material is subject to a public interest finding with the Division Administrator's concurrence (23 CFR 635.407d). Selection of materials produced by convict labor as State-furnished materials for mandatory use should be cleared prior to the submittal of the Plans Specifications & Estimates (PS&E).

b. Patented/Proprietary Products References: 23 U.S.C. 112, 23 CFR 635.411

FHWA will not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the plans and specifications for a project, unless:

- the item is purchased or obtained through competitive bidding with equally suitable unpatented items,
- the STA certifies either that the proprietary or patented item is essential for synchronization with the existing highway facilities or that no equally suitable alternative exists, or
- the item is used for research or for a special type of construction on relatively short sections of road for experimental purposes. States should follow FHWA's procedures for "Construction Projects Incorporating Experimental Features" (expmmt.htm) for the submittal of work plans and evaluations.

The primary purpose of the policy is to have competition in selection of materials and allow for development of new materials and products. The policy further permits materials and products that are judged equal may be bid under generic specifications. If only patented or proprietary products are acceptable, they shall be bid as alternatives with all, or at least a reasonable number of, acceptable materials or products listed; and the Division Administrator may approve a single source if it can be found that its utilization is in the public interest.

Trade names are generally the key to identifying patented or proprietary materials. Trade name examples include 3M, Corten, etc. Generally, products identified by their brand or trade name are not to be specified without an "or equal" phrase, and, if trade names are used, all, or at least a reasonable number of acceptable "equal" materials or products should be listed. The licensing of several suppliers to produce a product does not change the fact that it is a single product and should not be specified to the exclusion of other equally suitable products.

c. State Preference References: 23 U.S.C. 112, 23 CFR 635.409

Materials produced within Maine shall not be favored to the exclusion of comparable materials produced outside of Maine. State preference clauses give particular advantage to the designated source and thus restrict competition. Therefore, State preference provisions shall not be used on any Federal-aid construction projects.

This policy also applies to State preference actions against materials of foreign origin, except as otherwise permitted by Federal law. Thus, States cannot give preference to in-State material sources over foreign material sources. Under the Buy America provisions, the States are

permitted to expand the Buy America restrictions provided that the STA is legally authorized under State law to impose more stringent requirements.

d. State Owned/Furnished/Designated Materials References: 23 U.S.C. 112, 23 CFR 635.407

Current FHWA policy requires that the contractor must furnish all materials to be incorporated in the work, and the contractor shall be permitted to select the sources from which the materials are to be obtained. Exceptions to this requirement may be made when there is a definite finding, by MaineDOT and concurred in by Federal Highway Administration's (FHWA) Division Administrator, that it is in the public interest to require the contractor to use materials furnished by the MaineDOT or from sources designated by MaineDOT. The exception policy can best be understood by separating State-furnished materials into the categories of manufactured materials and local natural materials.

Manufactured Materials When the use of State-furnished manufactured materials is approved based on a public interest finding, such use must be made mandatory. The optional use of State-furnished manufactured materials is in violation of our policy prohibiting public agencies from competing with private firms. Manufactured materials to be furnished by MaineDOT must be acquired through competitive bidding, unless there is a public interest finding for another method, and concurred in by FHWA's Division Administrator.

Local Natural Materials When MaineDOT owns or controls a local natural materials source such as a borrow pit or a stockpile of salvaged pavement material, etc., the materials may be designated for either optional or mandatory use; however, mandatory use will require a public interest finding (PIF) and FHWA's Division Administrator's concurrence.

In order to permit prospective bidders to properly prepare their bids, the location, cost, and any conditions to be met for obtaining materials that are made available to the contractor shall be stated in the bidding documents.

Mandatory Disposal Sites Normally, the disposal site for surplus excavated materials is to be of the contractor's choosing; although, an optional site(s) may be shown in the contract provisions. A mandatory site shall be specified when there is a finding by MaineDOT, with the concurrence of the Division Administrator, that such placement is the most economical or that the environment would be substantially enhanced without excessive cost. Discussion of the mandatory use of a disposal site in the environmental document may serve as the basis for the public interest finding.

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

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

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

C. Standard FHWA Contract Provisions - FHWA 1273

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

Cargo Preference Act : Contractor and Subcontractor Clauses. “Use of United States-flag vessels: The contractor agrees—“(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.”(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]

The Cargo Preference Act requirements apply to materials or equipment that are acquired for a specific Federal-aid highway project. In general, the requirements are not applicable to goods or materials that come into inventories independent of an FHWA funded-contract. For example, the requirements would not apply to shipments of Portland cement, asphalt cement, or aggregates, as industry suppliers and contractors use these materials to replenish existing inventories. In general, most of the materials used for highway construction originate from existing inventories and are not acquired solely for a specific Federal-aid project. However, if materials or equipment are acquired solely for a Federal-aid project, then the Cargo Preference Act requirements apply.”

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

FHWA-1273 -- Revised May 1, 2012

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment,

termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability.

The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women.

Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even

though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

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

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

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act),

daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR
APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL
ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

End of FHWA 1273

APPENDIX A

To

2022 Title VI Implementation Plan

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

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

Statutory/Regulatory Authorities

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

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

General Assurances

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

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

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

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Highway Program**:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard

to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all ***Federal-Aid Highway Program activities*** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

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

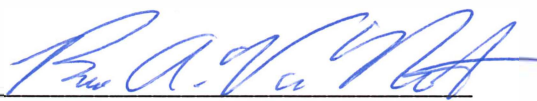
3. The Recipient will insert the clauses of Appendix C and G of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix E of this Assurance, as a covenant running with the land, in any deed from the United States effecting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

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

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

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

MAINE DEPARTMENT OF TRANSPORTATION
(Name of Recipient)

by 
Bruce A. Van Note, Commissioner

DATED Sept. 13, 2021

APPENDIX A

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

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

noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **Maine Department of Transportation** will accept title to the lands and maintain the project constructed thereon in accordance with **23 U.S. Code § 107**, the Regulations for the Administration of **the Federal Aid Highway Program**, and the policies and procedures prescribed by the **FHWA** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **Maine Department of Transportation** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **Maine Department of Transportation** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **Maine Department of Transportation**, its successors and assigns.

The **Maine Department of Transportation**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the **Maine Department of Transportation** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

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

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

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

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **Maine Department of Transportation** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **Maine Department of Transportation** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **Maine Department of Transportation** and its assigns.*

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

APPENDIX D

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

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

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



Environmental Summary Sheet

WIN: 21720.00

Date Submitted: 3/4/2022

Town: Falmouth

CPD Team Leader: Andrea Brady

ENV Field Contact: Valerie Derosier

NEPA Complete: Programmatic Categorical Exclusion (CE) 23 CFR 771.117.c.28 issued on 3/3/2022

☒	Section 106	Review Complete: PA-E 1/13/2017 Section 106 Resources: none																			
☐	Section 4(f) and 6(f)	<u>Section 4(f)</u> Review Complete - No 4f properties	<u>Section 6(f)</u> Not Applicable - No takes																		
☐	Maine Department of Inland Fisheries and Wildlife Essential Habitat	Not Applicable Timing Window: Not Applicable																			
☒	Section 7	Species of Concern: Northern long-eared bat: May Affect - Meets 4(d) Rule Comments/References: 4(d) Streamlined Consultation complete																			
☐	Essential Fish Habitat	No Effect - no in-water work proposed Species of Concern: Atlantic salmon																			
☐	Maine Department of Agriculture, Conservation, and Forestry	Public Lands, Submerged Land Lease: Not Applicable Maine Land Use Planning Commission: Not Applicable																			
☐	Maine Department of Environmental Protection	Not Applicable - no resource impacts <i>*Applicable Standards and Permits are included with the contract</i>																			
☐	Army Corps of Engineers: Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.	Not Applicable - No resource impacts <i>*Applicable Standards and Permits are included with the contract</i>																			
☐	Stormwater Review	Review complete - Redevelopment within MS4, NOI not required.																			
☐	Hazardous Material Review	Review complete – No concerns																			
☒	Special Provisions Required	<table border="0"> <tr> <td>Standard Specification 656-Erosion Control Plan</td> <td>N/A ☐</td> <td>Applicable ☒</td> </tr> <tr> <td>Special Provision 105-Environmental Requirements</td> <td>N/A ☒</td> <td>Applicable ☐</td> </tr> <tr> <td>Special Provision 656-Minor Soil Disturbance</td> <td>N/A ☒</td> <td>Applicable ☐</td> </tr> <tr> <td>Special Provision 203-Dredge Spec</td> <td>N/A ☒</td> <td>Applicable ☐</td> </tr> <tr> <td>Special Provision 203-Hazardous Waste</td> <td>N/A ☒</td> <td>Applicable ☐</td> </tr> <tr> <td>General Note for Hazardous Waste</td> <td>N/A ☒</td> <td>Applicable ☐</td> </tr> </table>		Standard Specification 656-Erosion Control Plan	N/A ☐	Applicable ☒	Special Provision 105-Environmental Requirements	N/A ☒	Applicable ☐	Special Provision 656-Minor Soil Disturbance	N/A ☒	Applicable ☐	Special Provision 203-Dredge Spec	N/A ☒	Applicable ☐	Special Provision 203-Hazardous Waste	N/A ☒	Applicable ☐	General Note for Hazardous Waste	N/A ☒	Applicable ☐
Standard Specification 656-Erosion Control Plan	N/A ☐	Applicable ☒																			
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Special Provision 203-Dredge Spec	N/A ☒	Applicable ☐																			
Special Provision 203-Hazardous Waste	N/A ☒	Applicable ☐																			
General Note for Hazardous Waste	N/A ☒	Applicable ☐																			

*All permits and approvals based on plans/scope as of: 1/14/2022



Environmental Summary Sheet

WIN: 21721.00

Town: Falmouth

CPD Team Leader: Andrea Brady

ENV Field Contact: Valerie Derosier

Date Submitted: 3/4/2022

NEPA Complete: Programmatic Categorical Exclusion (CE) 23 CFR 771.117.c.28 issued on 3/4/2022

☒ **Section 106**

Review Complete: PA-E 1/30/2019

Section 106 Resources: none

☐ **Section 4(f) and 6(f)**

Section 4(f)

Review Complete - No use

Section 6(f)

Not Applicable - No takes

☐ **Maine Department of Inland Fisheries and Wildlife Essential Habitat**

Not Applicable

Timing Window: Not Applicable

☒ **Section 7**

Species of Concern:

Northern long-eared bat: May Affect - Meets 4(d) Rule

Comments/References: 4(d) Streamlined Consultation complete

☐ **Essential Fish Habitat**

No effect based on scope

☐ **Maine Department of Agriculture, Conservation, and Forestry**

Public Lands, Submerged Land Lease: Not Applicable

Maine Land Use Planning Commission: Not Applicable

☐ **Maine Department of Environmental Protection**

Not Applicable - no resource impacts

**Applicable Standards and Permits are included with the contract*

☐ **Army Corps of Engineers: Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.**

No Jurisdiction

**Applicable Standards and Permits are included with the contract*

☐ **Stormwater Review**

Not Applicable

☐ **Hazardous Material Review**

Review complete – No concerns

☒ **Special Provisions Required**

Standard Specification 656-Erosion Control Plan

N/A ☐

Applicable ☒

Special Provision 105-Environmental Requirements

N/A ☒

Applicable ☐

Special Provision 656-Minor Soil Disturbance

N/A ☒

Applicable ☐

Special Provision 203-Dredge Spec

N/A ☒

Applicable ☐

Special Provision 203-Hazardous Waste

N/A ☒

Applicable ☐

General Note for Hazardous Waste

N/A ☒

Applicable ☐

**All permits and approvals based on plans/scope as of: 1/14/2022*



Environmental Summary Sheet

WIN: 22672.00

Date Submitted: 3/4/2022

Town: Falmouth

CPD Team Leader: Danielle Tetreau

ENV Field Contact: Valerie Derosier

NEPA Complete: Programmatic Categorical Exclusion (CE) 23 CFR 771.117.c.23 issued on 11/5/2019

☐ **Section 106**

Review Complete: PA-E 1/13/2017

Section 106 Resources: none

☐ **Section 4(f) and 6(f)**

Section 4(f)

Review Complete - No use

Section 6(f)

Not Applicable - No takes

☐ **Maine Department of Inland Fisheries and Wildlife Essential Habitat**

Not Applicable

Timing Window: Not Applicable

☒ **Section 7**

Species of Concern: northern long-eared bat: Informal Consultation - may affect, meets 4(d) rule

☐ **Essential Fish Habitat**

No Effect - no in-water work proposed

Species of Concern: Atlantic salmon

☐ **Maine Department of Agriculture, Conservation, and Forestry**

Public Lands, Submerged Land Lease: Not Applicable

Maine Land Use Planning Commission: Not Applicable

☐ **Maine Department of Environmental Protection**

Not Applicable – no resource impacts

☐ **Army Corps of Engineers: Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.**

Not Applicable - no resource impacts

☐ **Stormwater Review**

Review complete - Redevelopment within MS4, NOI not required.

☐ **Hazardous Material Review**

Review complete – no concerns

☒ **Special Provisions Required**

Standard Specification 656-Erosion Control Plan

N/A ☐

Applicable ☒

Special Provision 105-Timing of Work Restriction

N/A ☒

Applicable ☐

Special Provision 203-Hazardous Waste

N/A ☒

Applicable ☐

Special Provision 656-Minor Soil Disturbance

N/A ☒

Applicable ☐

Special Provision 203-Dredge Spec

N/A ☒

Applicable ☐

General Note for Hazardous Waste

N/A ☒

Applicable ☐