

Updated 04/29/2020

FEDERAL PROJECT

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

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

For a Paper Bid:

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

For an Electronic Bid:

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

IN ADDITION, FOR FEDERAL AID PROJECTS:

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

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

*For complete bidding requirements, refer to Section 102 of the Maine Department
of Transportation, Standard Specifications, 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 2019-2021
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 2019-21 (October 1, 2018 through September 30, 2021) MaineDOT has established an annual DBE participation goal of **2.4%** 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, 2021. Maine DOT must meet this goal each federal fiscal year. If the goal is not met, MaineDOT must provide a justification for not meeting the goal and provide a plan to ensure the goal is met, which may include placing 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 2.4% goal without the need to impose contract goals. DBE firms are listed on the MaineDOT website at:

<https://www.maine.gov/mdot/civilrights/docs/dbe/WeeklyDBEVendorList.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

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**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 **Sidewalk and Safety Improvements** in the Town of **Winthrop**" 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 June 3, 2020 and at that time and place, publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract. We now accept electronic bids for bid packages posted on the bids.maine.gov 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. 2222200 WIN. 022222.00

Location: In Kennebec County, project is located on Main St. beginning 0.17 mi. westerly of S.B. exit of Rte.202 and extending westerly 0.10 mi. to Metcalf Rd. and continuing from Depot St. and ending at Rte.41.

Outline of Work: Sidewalk and Safety Improvements and 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 Brian Keezer** 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. 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 **\$40.00 (\$44.50 by mail)**. Half size plans **\$20.00 (\$23.00 by mail)**, Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

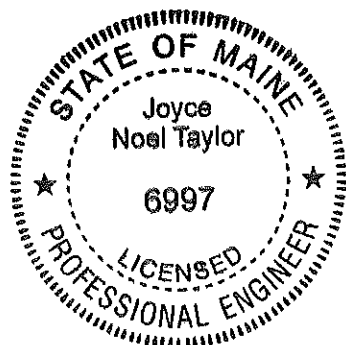
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of **\$12,000.00** payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

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

All work shall be governed by *State of Maine, Department of Transportation, Standard Specifications, 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
May 13, 2020



A handwritten signature in cursive script that reads "Joyce Taylor".

JOYCE NOEL TAYLOR P. E.
CHIEF ENGINEER

NOTICE

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

SPECIAL 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)

5/6/2020

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 4

Proposal ID: 022222.00

Project(s): 022222.00

SECTION: 1 Project Items

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	203.20 COMMON EXCAVATION	860.000 CY	_____	 _____	_____	 _____
0020	203.25 GRANULAR BORROW	50.000 CY	_____	 _____	_____	 _____
0030	206.061 STRUCTURAL EARTH EXCAVATION - DRAINAGE AND MINOR STRUCTURES, BELOW GRADE	5.000 CY	_____	 _____	_____	 _____
0040	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	500.000 CY	_____	 _____	_____	 _____
0050	403.208 HOT MIX ASPHALT 12.5 MM HMA SURFACE	75.000 T	_____	 _____	_____	 _____
0060	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	100.000 T	_____	 _____	_____	 _____
0070	403.213 HOT MIX ASPHALT 12.5 MM BASE	140.000 T	_____	 _____	_____	 _____
0080	409.15 BITUMINOUS TACK COAT - APPLIED	50.000 G	_____	 _____	_____	 _____
0090	603.159 12 INCH CULVERT PIPE OPTION III	22.000 LF	_____	 _____	_____	 _____
0100	604.246 CATCH BASIN TYPE F5	1.000 EA	_____	 _____	_____	 _____
0110	608.26 CURB RAMP DETECTABLE WARNING FIELD	104.000 SF	_____	 _____	_____	 _____
0120	609.11 VERTICAL CURB TYPE 1	55.000 LF	_____	 _____	_____	 _____

5/6/2020

Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 022222.00

Project(s): 022222.00

SECTION: 1 Project Items

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	609.12 VERTICAL CURB TYPE 1 - CIRCULAR	58.000 LF	_____	_____	_____	_____
0140	609.161 CONCRETE SLIPFORM CURB - VERTICAL	13.000 LF	_____	_____	_____	_____
0150	609.214 CONCRETE SLIPFORM CURB - 4' TERMINAL END	4.000 EA	_____	_____	_____	_____
0160	609.31 CURB TYPE 3	1,000.000 LF	_____	_____	_____	_____
0170	615.07 LOAM	150.000 CY	_____	_____	_____	_____
0180	618.13 SEEDING METHOD NUMBER 1	13.000 UN	_____	_____	_____	_____
0190	619.12 MULCH	13.000 UN	_____	_____	_____	_____
0200	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	450.000 LF	_____	_____	_____	_____
0210	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	890.000 SF	_____	_____	_____	_____
0220	627.77 REMOVING PAVEMENT MARKINGS	540.000 SF	_____	_____	_____	_____
0230	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	90.000 LF	_____	_____	_____	_____
0240	629.05 HAND LABOR, STRAIGHT TIME	5.000 HR	_____	_____	_____	_____

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Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 022222.00

Project(s): 022222.00

SECTION: 1 Project Items

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
0250	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	5.000 HR	_____	_____	_____	_____
0260	631.18 CHAIN SAW RENTAL (INCLUDING OPERATOR)	5.000 HR	_____	_____	_____	_____
0270	631.20 STUMP CHIPPER (INCLUDING OPERATOR)	5.000 HR	_____	_____	_____	_____
0280	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	5.000 HR	_____	_____	_____	_____
0290	639.19 FIELD OFFICE TYPE B	1.000 EA	_____	_____	_____	_____
0300	643.62 RECTANGULAR RAPID FLASHING BEACON	2.000 EA	_____	_____	_____	_____
0310	645.103 DEMOUNT GUIDE SIGN	2.000 EA	_____	_____	_____	_____
0320	645.106 DEMOUNT REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGN	8.000 EA	_____	_____	_____	_____
0330	645.113 REINSTALL GUIDE SIGN	2.000 EA	_____	_____	_____	_____
0340	645.116 REINSTALL REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGN	8.000 EA	_____	_____	_____	_____

5/6/2020

Maine Department of Transportation

Proposal Schedule of Items

Page 4 of 4

Proposal ID: 022222.00

Project(s): 022222.00

SECTION: 1 Project Items

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
0350	645.292 REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGNS TYPE II	20.000 SF	_____	 _____	_____	 _____
0360	645.511 FLASHING WARNING SIGN	2.000 EA	_____	 _____	_____	 _____
0370	652.33 DRUM	50.000 EA	_____	 _____	_____	 _____
0380	652.34 CONE	30.000 EA	_____	 _____	_____	 _____
0390	652.35 CONSTRUCTION SIGNS	200.000 SF	_____	 _____	_____	 _____
0400	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	60.000 CD	_____	 _____	_____	 _____
0410	652.38 FLAGGER	300.000 HR	_____	 _____	_____	 _____
0420	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP SUM		_____	 _____
0430	658.20 ACRYLIC LATEX COLOR FINISH, GREEN	40.000 SY	_____	 _____	_____	 _____
0440	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. 022222.00** for **Sidewalk and Safety Improvements** in the town of **Winthrop**, County of **Kennebec**, 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 **June 30, 2021**. 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. 022222.00 - Sidewalk and Safety Improvements - in the town of Winthrop,

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

_____ 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. 022222.00** for **Sidewalk and Safety Improvements** in the town of **Winthrop**, County of **Kennebec**, 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 **June 30, 2021**. 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. 022222.00 - Sidewalk and Safety Improvements - in the town of Winthrop,

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

.....

"General Decision Number: ME20200037 04/17/2020

Superseded General Decision Number: ME20190037

State: Maine

Construction Type: Highway

County: Kennebec County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	04/17/2020

* ENGI0004-005 12/01/2019

Rates	Fringes
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POWER EQUIPMENT OPERATOR:

Grader/Blade, Milling Machine, Paver (Asphalt, Aggregate, and Concrete), Roller Asphalt.....	\$ 22.61	12.50
---	----------	-------

SUME2014-032 06/23/2017

Rates	Fringes
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CARPENTER, Includes Form Work....	\$ 18.34	2.84
-----------------------------------	----------	------

HIGHWAY/PARKING LOT STRIPING:

Laborer.....	\$ 14.80	1.27
--------------	----------	------

IRONWORKER, REINFORCING.....	\$ 16.27	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 15.06	2.72
LABORER: Common or General.....	\$ 14.02	2.16
LABORER: Landscape.....	\$ 18.69	2.70
LABORER: Wheelman.....	\$ 15.64	4.29
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.52	5.15
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 21.98	4.85
OPERATOR: Broom/Sweeper.....	\$ 19.09	5.20
OPERATOR: Bulldozer.....	\$ 17.30	3.50
OPERATOR: Loader.....	\$ 18.59	5.53
OPERATOR: Mechanic.....	\$ 21.91	8.55
OPERATOR: Screed.....	\$ 19.43	4.90
OPERATOR: Roller (Earth).....	\$ 16.43	3.40
TRAFFIC CONTROL: Flagger.....	\$ 9.38	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 17.47	4.80
TRUCK DRIVER: Dump Truck.....	\$ 14.32	5.81
TRUCK DRIVER: TackTruck.....	\$ 20.18	7.75

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

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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 www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION"

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.

SPECIAL PROVISIONS
SECTION 104
Utilities

UTILITY COORDINATION

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

THE CONTRACTOR SHALL PLAN AND CONDUCT WORK ACCORDINGLY.

MEETING

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

GENERAL INFORMATION

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

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

Overview:

Utility/Railroad	Aerial	Underground	Railroad
Central Maine Power Company	X		
Charter Communications	X		
Consolidated Communications of Northern New England Company LLC	X		
Springfield Terminal Railway			X
Winthrop Utilities District		X	

Utility Contact Information

Utility/Railroad	Contact Person	Contact Phone
Central Maine Power Company	Aaron T. Grenier	(207)629-9517
Charter Communications	Stefanie Worster	(207)620-3441
Consolidated Communications	Matthew Free	(207) 626-2007
Springfield Terminal Railway	Shawn Higgins	(978)663-1127
Winthrop Utilities District	Daniel R. Wells	(207)377-2712

Temporary utility adjustments **are not** 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.

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

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

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

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.

***** 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

Utility adjustments are anticipated as part of this project.

Aerial Utility adjustments are anticipated at this time for the project. Though unexpected, if utility relocations become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities after the Contractor has finished their work.

Utility Specific Issues:

Town: **Winthrop**
 Project: **22222.00**
 Date: **April 9, 2020**

Utility	POLE SET	New Wires/ Cables	Trans. Wires/ Cables	Remove Poles	Estimate of Working Days
Central Maine Power Company	3	X		6	5
Charter Communications		X			5
Consolidated		X	X		5
Total:					15

Central Maine Power Company (CMP)

CMP will be installing **3** poles as part of this project. CMP estimates **1** working day to complete the installation of the new poles. CMP estimates **3** working days to transfer lines after the poles are set. CMP will also be removing the old poles once all transfers are done. It is estimated **1** working day will be required to remove **6** old poles. CMP also requires **10 working days advance notice** prior to any operations involving the relocation of their lines.

Charter

Following CMP completion of running new cables, Charter intends to transfer lines to the new pole. Charter estimates **5** working days to complete the transfers to the new poles. Charter requires **10 working days advance notice** prior to any operations involving the relocation of their lines

Consolidated

Following Charter completion of transferring conductors Consolidated estimates **5** working days to do transfers and run new cables/splicing. Consolidated also requires **10 working days advance notice** prior to any operations involving the relocation of their lines.

**** POLE LIST ****

Existing CMP 9 at Sta. 44+-06 Lt. and CMP 8/26 at Sta. 44+-70 Lt.; place new pole at Sta. 44+-28 Lt. and Guy pole at Sta. 43+-80 Rt.
 Existing Pole CMP 232/LR5/AR7/R6J/155; place new pole at Sta. 71+-25 Lt./6'+- behind existing pole

The Aerial utilities require **5 working days advance notice** prior to any operations involving work around their lines.

SUBSURFACE

Summary:

Utility	Summary of Work	Estimated Working Days
Winthrop Utilities District	Adjust a hyd. & adjust a S.M.H.	3
Total:		3

Utility Specific Issues:

Winthrop Utilities District

Winthrop Utilities District (WUD) has both a drinking water system and a sanitary sewer system located within the limits of the project. As a result of this project WUD has 1 hydrant in the project that will need to be adjusted and 1 Sewer manhole. WUD requires 48 hrs. notification to have a person onsite while the contractor is digging near their facilities or to make any adjustments to them.

RAILROAD

Springfield Terminal Railway has rail crossings within the limits of the project. The contractor will be required to contact **Springfield Terminal Railway** prior to working within 20' of the track to schedule Rail Protection. The Contractor must keep equipment off the rail crossing at all times. They do not anticipate doing any work at this time except for flagging and/or inspection. The contact for Springfield Terminal Railway is **Shawn Higgins**, he can be reached at **(978)663-1127** to coordinate Railroad flagging/ inspection. **Springfield Terminal Railway** requires 10 working days advance notice prior to any operations involving work around their rail lines.

For further information and/or details on what is required within the area around or adjacent to the railroad, please see the “**Protection of Railroad and Traffic Structure Special Provisions**” at the end of this special provision.

All road work in this area must be coordinated in advance with the Railroad to assure that proper safety procedures are in place.

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.

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APPENDIX E

PROTECTION OF RAILROAD TRAFFIC AND STRUCTURES SPECIAL PROVISIONS

1. GENERAL REQUIREMENTS

Part of the work required by the Contract will be performed within a railroad right of way and/or adjacent to the tracks, telephone, telegraph, signal and electric supply lines of a railroad or railroads. The Contractor agrees to perform all such work in compliance with all of the terms of this Special Provision and all safety rules, regulations, or standards applicable to the Railroad. The Contractor shall be fully responsible for all damages arising from his failure to comply with the requirements of this Special Provision. The Contractor shall be deemed to have included all costs in the unit prices of the Schedule of Prices and the Proposal.

2. AMOUNT OF RAILROAD WORK

The estimated amount of work to be done within (25 feet) of the track of **Springfield Terminal Railway** is 20% of the contract.

3. NUMBER OF TRAINS AND TRAIN SPEED

The Contractor is notified that a maximum speed of (40 mph) will be considered as prevailing for the operation of trains of the Railroad at this project and that the approximate number of trains per day at this project is 10.

4. PRIORITY OF RAILROAD OPERATIONS

The train movements of the Railroad, and its lessees, and licensees shall have absolute priority over the performance of the Construction Project within the railroad right of way. The Contractor hereby agrees that the hours and times of work within the Railroad right of way must be coordinated through the Railroad and that such hours and times are subject to change without prior notice to the Contractor, unless other prior arrangements have been made through the Railroad.

5. AUTHORITY OF RAILROAD TO STOP WORK

If the Contractor fails to comply with the safety terms of this Special Provision, or if the Chief Engineer of the Railroad determines that the Contractor is using unsafe practices that threaten the safety of rail traffic, rail workers, or the general public, the Railroad shall have the right to immediately order the Contractor to cease work and vacate the

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Railroad's property. The Railroad agrees to confirm any cessation of work in writing by delivering to the Department's Construction Manager a completed Stop Work Order form attached as Exhibit A within 24 hours of giving any such order.

6. ENTRY UPON RAILROAD PROPERTY

The Railroad hereby agrees to permit the Contractor, together with their subcontractors, suppliers, consultants and engineers (the "Contractor"), to enter upon the Railroad property for the purpose of performing the Construction Project, PROVIDED THAT the Contractor complies with all of the terms of this Special Provision and all safety requirements and directions of the Chief Engineer of the Railroad, or his authorized representative (the "Railroad's Chief Engineer").

7. NOTICE REQUIRED BEFORE ENTRY

The Contractor shall give written notice to the Railroad's Chief Engineer at least 7 calendar day(s) in advance of the time it proposes to do work within the limits of the Railroad right-of-way or perform operations that may create a Hazard as specified by this Special Provision. The Contractor shall give such notice regardless of whether the work may also be within the limits of a public highway.

8. HAZARDS

The Contractor shall assess to its own satisfaction hazards which may be caused by its operations. At a minimum, the Contractor agrees that the following shall constitute Hazards.

An operating track shall be considered fouled and subject to hazard when any object is brought nearer than (5 feet) to the gauge line of the near rail of the track.

A signal line or communication line shall be considered fouled and subject to hazard when any object is brought nearer than (4 feet) to any wire or cable.

An electric supply line shall be considered fouled and subject to hazard when any object is brought nearer than (10 feet) to any wire of the line.

Cranes, trucks, power shovels or any other equipment shall be considered as fouling and subjecting to hazard a track, signal line, communication or electric supply line when working in such position that failure of equipment, with or without load, could foul the track, signal line, communication or electric supply line.

Railroad operation will be considered subject to hazard when explosives are used in the vicinity of railroad premises, or during the driving or pulling of sheeting for any footing adjacent to a track, or when erecting structural steel adjacent to a track, or when

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performing work under, across or adjacent to a track, or when operations involve swinging booms or chutes that could in any way come nearer than (**15** feet) to the gauge line of the near rail of the track, or when erection or removal of staging, false work or forms fouls a track or wire line.

None of the operations specified as a Hazard above shall be carried on during the approach or passing of a train or without permission from the Railroad's Chief Engineer and the presence of a railroad inspector/flagman, unless other prior arrangements have been made through the Railroad.

9. MINIMUM CLEARANCES

During the construction of staging, false work or forms, the Contractor shall at all times maintain a minimum vertical clearance of (**22.5** feet) above the top of high rail and a minimum side clearance of (**10** feet) from the gauge line of the near rail where track is tangent. Additional side clearance must be maintained where track is on a curve.

10. WORK PLAN SUBMITTAL AND APPROVAL

The Contractor shall submit in writing to the Railroad's Chief Engineer or duly authorized representative, and the Department's Railroad Property Manager or his appointed representative, at least **30** calendar day(s) in advance of the start of the project, an outline of his plan for work within the Railroad right of way including contemplated method(s) of construction. This plan must meet with the approval of the Railroad's Chief Engineer and the Department's Railroad Property Manager in every respect. If the Contractor contemplates the use of "on the track equipment", it should so state and obtain from the Railroad the conditions pertaining to such operations. All Railroad costs included in this operation will be borne by the Contractor. In a like manner, any of the Contractor's equipment or material on cars for this project shall be handled in conformance with existing traffic rules with all costs borne by the Contractor.

Prior to submitting their Proposal, the Contractor shall have ascertained from the Railroad and from the Department's Railroad Property Manager or his appointed representative, all information relating to its requirements and regulations and all costs in connection with compliance thereto.

11. EXCAVATIONS

Before excavation for footings adjacent to tracks and/or within the Railroad's right-of-way may commence, whether or not also within the limits of a public highway, plans and calculations for such excavations, prepared by a Professional Engineer authorized to practice in Maine, shall be submitted to the Railroad's Chief Engineer for review and approval. Unless other prior arrangements have been made, the Railroad's Chief Engineer shall have **2** week(s) to perform such review and approval and issue a written

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permission to proceed with the excavation. No excavation shall proceed without such permission.

At a minimum, excavations must utilize proper bracing, shoring, sheeting or other support as determined by the Railroad's Chief Engineer, to support the tracks with railroad traffic. Open excavation shall be suitably planked over when construction operations are not in progress. No excavation work shall be performed by the Contractor within the limits of the Railroad right of way, whether or not also within the limits of a public highway, until the Contractor has ascertained from the Chief Engineer of the Railroad the location of any wires, conduits, pipes, cables or other railroad facilities below the surface of the ground. Damage to any such facilities caused by the failure of the Contractor to ascertain the location of such facilities or by failure to use due care to avoid injury to such facilities shall be at the expense of the Contractor.

12. EQUIPMENT

Equipment of the Contractor shall be in such condition so as to prevent failure that would cause delay in the operation of trains or damage to railroad facilities. Equipment shall not be placed or put in operation adjacent to a track without first obtaining permission of the Railroad. The Railroad agrees that such permission shall not be unreasonably withheld.

13. RAILROAD SERVICES - GENERALLY

When work is to be performed within the Railroad's right-of-way, the Railroad shall provide the services, equipment and materials provided in this Special Provision including, but not limited to, engineering, flagging, inspection, signal protection and/or relocation, and restoration or replacement of the Railroad's track structure or ballast. Further, if the Railroad's Chief Engineer determines that the Contractor's operations do not comply with all of the safety requirements of this Special Provision and all safety requirements and directions of said Chief Engineer, the Railroad will employ the necessary qualified employees to protect its trains and other facilities. The Contractor shall pay to the Railroad the cost for performing all Railroad Services unless said costs are to be paid by the Department as specified in this Special Provision.

14. INSPECTION / FLAGGING

The Railroad shall furnish and assign all inspectors / flaggers for general inspection purposes of general protection of railroad property and operations during construction as the Railroad's Chief Engineer determines are necessary to preserve safety.

(a) Responsibility for Cost. The Department will bear the cost of flagging or inspection (including travel time) or any combination thereof up to **15** man days of said flagging or inspection. If, in the opinion of the Railroad's Chief Engineer, further

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services of a flagger or inspector will be required due to the operations of the Contractor, the services will be furnished and the cost thereof (salary, expenses, insurance, taxes and vacation allowance, etc.) shall be paid to the Railroad by the Department, and will be recovered by the Department from the Contractor.

(b) Terms. The minimum hours per day for the Railroad employees engaged in inspection flagging services shall be eight (8) hours. Time at rates for straight time, overtime or for deadheading starts in accordance with established practices in effect in the territory in which the project is located. Information as to these practices should be obtained from the Railroad's Chief Engineer.

The Contractor shall notify the Railroad's Chief Engineer and the Chief Engineer of the Department in writing 7 calendar day(s) before beginning, resuming or suspending work within (25 feet) of the track, so that an inspector may be provided or removed in accordance with the requirements of this Special Provision. An inspector may be removed upon 3 calendar day(s) notice. Failure to give notice of intent to suspend work shall be cause of charge to the Contractor the cost of inspection during the period when work is suspended.

(c) Estimated Cost. The following is an estimate of the cost per day of inspection/flagging necessary for this project. The rates shown include all overhead charges, travel time, deadheading and personal expenses.

Date of estimate 2/20/2020

Estimated daily rate for four (4) consecutive hours Monday-Friday (straight time): **\$1,000**

Estimated daily rate for four (4) consecutive hours Saturday, Sunday, Holiday (overtime): **\$1,500**

Estimated rate for hours worked in excess of eight (8) hours in any one day:
\$187.50/hour

Rates charged will be those in effect at the time of the performing the inspection/flagging which may be different than the rates used at the date of the Estimate. The Railroad agrees to notify the Department if rates used to calculate the above estimates change before the date of bids are received for this Contract.

(d) Definitions.

Man day (M.D.) - eight (8) consecutive hours or any portion thereof.

Overtime - Each additional hour or fraction thereof consecutive to and beyond the standard man day will count as 3/16 of a man day.

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Standard Man day - Eight (8) consecutive hour, Monday - Friday between the hours of 7 a.m. to 3:30 p.m. unless otherwise noted and agreed to by all parties.

Travel Time - Time required by flagger and/or inspector to commute between his or her point of headquarters to the project site. This time shall not be charged in determining available man days.

15. OTHER CONTRACTOR RESPONSIBILITIES

The restoring and resurfacing of tracks, if disturbed due to Contractor's operations, shall be at the expense of the Contractor.

Any other changes made or services furnished by the Railroad as a result of the Contractor will be at the Contractor's expense.

16. EXTRA-CONTRACT SERVICES

Temporary and permanent changes of tracks and telephone, signal and electric supply lines made necessary by or to clear the permanent work of the Contractor as shown on the construction plans and included in the Railroad force account as recollectable from the State will be made or caused to be made by the Railroad without expense to the Contractor.

17. INDEMNIFICATION

Where work is being performed over, under, across or adjacent to Railroad premises, the Contractor shall defend, indemnify and save harmless the Railroad and the Maine Department of Transportation from and against any and all loss, cost, damage, claims, suits, demands, or liability for damages for personal injury including death and for damage to property, which may arise from or out of the operations conducted under his contract, occurring by reason of any act or omission of the Contractor, his agents, servants or employees, or by reason of any act or omission of any subcontractor, his agents, servants or employees.

18. INSURANCE

In addition to any other forms of insurance or bonds required under the terms of the Contract, the Contractor will be required to procure and maintain, at its sole cost and expense, the following insurance coverages naming the Railroad as an insured.

(a) Railroad Protective Liability Insurance with limits not less than **\$2M** per single occurrence and **\$6M** per aggregate total occurrences.

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(b) Comprehensive General Liability Insurance protecting against liability from bodily injury or property damage arising out of the Construction Project with limits of not less than **\$2M** per single occurrence and **\$6M** per aggregate total occurrences.

(c) Workers Compensation and Occupational Disease Insurance, as required by law.

(d) Automobile Liability Insurance covering all motor vehicles used about or in connection with the Construction Project.

If any part of the work is sublet, these insurance coverages shall be provided by or on behalf of the subcontractors to cover their operations

Each policy shall carry an endorsement covering the “save harmless” clause in favor of the Railroad and the Maine Department of Transportation, as set forth in the paragraph, “Responsibility for Damage Claims”.

If blasting is to be done in the vicinity of the Railroad, the insurance policies shall include such coverage.

The policies shall be in force before any work is done on the project and shall remain in effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the State and the Railroad.

Before any work is done on the project, the Department of Transportation and the Railroad's Chief Engineer shall be furnished certificates of each policy. Further, the original policy of the Comprehensive General Liability Insurance and the Railroad Protective Liability Insurance shall be furnished to the Railroad's Chief Engineer and a duplicate shall be furnished to the Department of Transportation.

The policy or policies of the Railroad's protective public liability and property damage liability shall be written by a Company authorized to do business in the State of Maine, and shall be signed by the President and Secretary of the Insurance Company and shall be countersigned by an authorized representative of the Company.

19. ROADWAY WORKER SAFETY REGULATION

Notice to all Contractors/Subcontractors and individuals must be aware of the Federal Roadway Worker Safety Regulation, CFR 49, Part 214(c). They may be required to comply with this regulation. Any requirements for them to comply will be discussed at the pre-construction utility meeting.

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EXHIBIT A
ORIGINAL TO CONTRACTOR

MDOT/RAILROAD STOP WORK ORDER

Section A - Contractor	Town
	DOT Railroad Project #
Railroad Name	Location
	Notice #
DESCRIPTION OF SAFETY HAZARD/REASON FOR ORDER	
Standard Violated	RAC (Risk Assessment Code)
	N/R
Railroad Official (Flagger/Inspector) Name	Date
Signature	
SECTION B - ACTION TAKEN:	

cc: MDOT - R.E. or Inspector
MDOT - Utility Section
MDOT - Construction Division
Railroad - Chief Engineer

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1. **Risk Assessment.** Each identified/validated hazard shall be assigned a Risk Assessment Code (RAC) by the Safety Office. The RAC represents the degree of risk associated with the deficiency and combines the elements of hazard severity and mishap probability. The RAC is derived as follows:

a. **Hazard Severity.** The hazard severity is an assessment of the worst potential consequence: Defined by degree of injury, occupational illness, or property damage, which is likely to occur as a result of a deficiency. Hazard severity categories shall be assigned by roman numeral according to the following criteria.

(1) **Category I - Catastrophic:** The hazard may cause death or loss of a facility.

(2) **Category II - Critical:** May cause severe injury, severe occupational illness, or major property damage.

(3) **Category III - Marginal:** May cause minor injury, minor occupational illness, or minor property damage.

(4) **Category IV - Negligible:** Probably would not affect personnel safety or health, but is nevertheless in violation of a NAVOSH standard.

b. **Mishap Probability.** The mishap probability is the probability that a hazard will result in a mishap, based on an assessment of such factors as location, exposure in terms of cycles or hours of operation, and affected population. Mishap probability shall be assigned an Arabic letter according to the following criteria:

(1) Sub-category A - Likely to occur immediately or within a short period of time.

(2) Sub-category B - Probably will occur in time.

(3) Sub-category C - May occur in time.

(4) Sub-category D - Unlikely to occur.

c. **Risk Assessment Code.** The RAC is an expression of risk which combines the elements of hazard severity and mishap probability. Using the matrix shown below, the RAC is expressed as a single Arabic number that can be used to help determine hazard abatement priorities.

	Mishap Probability					RAC
		A	B	C	D	1 - Critical
Hazard Severity	I	1	1	2	3	2 - Serious
	II	1	2	3	4	3 - Moderate
	III	2	3	4	5	4 - Minor
	IV	3	4	5	5	5 - Negligible

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

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

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

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

At a minimum the Contractor shall maintain at least one 11-foot wide lane in each direction on all approaches. Maximum allowable closure length will be 1,000’.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Firm Name

Firm Address

Firm status (DBE or non-DBE)

Age of firm (years)

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

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

MaineDOT DBE Project Attainment Target (PAT) for this Project is 2%
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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 105
GENERAL SCOPE OF WORK
(Buy America Certification)

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

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

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

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

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

SPECIAL PROVISION
SECTION 107
PROSECUTION AND PROGRESS
(Contract Time)

The Contractor will be allowed to commence work on this project as long as all applicable plans required under this contract have been submitted, approved, and a pre-construction meeting held.

Completion date for the work at the easterly end of Main St. (Upper Main St. at the Metcalf Rd. intersection) is **October 31, 2020**. The Contractor will be charged supplemental liquated damages at a rate of \$350 for every day that the aforementioned work is not completed past the above completion date.

The completion date for this contract is **June 30, 2021**.

All work schedule changes must be submitted for approval to the Department a minimum of 48 hours prior to the requested change.

The Contractor shall not carry on construction operations on Sundays or Holidays as per Section 107.3.3.

All travel lanes shall be open to traffic and the roadway in safe operating condition when the contractor suspends work for holidays or extended periods of time as directed.

Absences must be requested at least 72 hours in advance and are subject to Department approval based on existing roadway condition, paving deadlines, adherence to schedule, traffic restrictions, etc. The Contractor must assure that the roadway surface and signage are maintained for safe passage of the traveling public during any approved absences. The Contract Completion Date will not be modified due to approved absences.

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), and mineral filler if required. HMA shall be designed and tested according to AASHTO R35 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 (Million s)	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	19	12.5	9.5	4.75		
<0.3	≤91.5	96.0	≤98.0	13.0	14.0	15.0	16.0	16.0	70-80	0.6-1.2
0.3 to <3	≤90.5								65-80	
3 to <10	≤89.0								65-80*	
10 to <30										
> 30										

*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 for Department approval a JMF to the Asphalt Pavement Engineer 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 mix 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 M156, 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 hour’s notice that the plant is ready for inspection. The HMA plant will be equipped with ladders and platforms that are accessible and safe to obtain belt and binder samples. The HMA plant will have a sampling platform to perform HMA sampling from the back of haul units. Silo storage time of mixtures shall not exceed 36 hours.

401.072 Stockpiles HMA plants shall have sufficient space for stockpiles, with a minimum of supply for 2 days production of all aggregate products used in MaineDOT approved mix designs currently under production for the facility at all times. A minimum stockpile supply of 100 ton (70 yards) shall be maintained always no matter the production rate for the HMA plant. Stockpiles shall be separated and built to minimize segregation. All aggregate stockpiles of products used in MaineDOT approved mix designs shall be labelled with signage made of weather-proof material. Stockpile identification signs shall be a minimum size of 12” high and 24” wide with reflective lettering that is a minimum of 2” in height. The sign shall be placed so that it is easily readable from outside the stockpile area.

401.073 Cold Feeds Cold Feed Bins will have bin dividers to keep aggregate from intermingling between bins. Adequate means must be provided for obtaining samples of the complete and combined flow of all Cold feed bins. Cold feed bins will not be required to have individual sampling locations.

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. The Contractor shall properly adjust flames to avoid physical damage to the aggregate and to avoid depositing soot on the aggregate. The Contractor shall provide the Department the opportunity to inspect the dryer prior to the annual inspection. The Contractor shall provide the Department a minimum period of 72 hours to inspect the dryer and provide at least 24 hour's notice that the dryer is ready for inspection.

401.075 Asphalt Binder Asphalt binder heating system shall heat binder to proper mixing temperature. A thermometer shall be provided in the asphalt binder line. Indirect asphalt binder heating system shall be used and no direct flame may come in contact with tank. The temperature of asphalt binder shall be uniformly maintained using insulation or another approved method. An asphalt binder sampling valve shall be provided in the circulation line. The sampling valve shall be provided downstream of any binder additive used. The use of a different sampling location may be 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.) not directly introduced into the binder at the terminal shall be introduced into the HMA plant per the supplier's recommendations and shall be approved by the Asphalt Pavement Engineer, Pavement Quality Manager, or their authorized representative. The system for introducing additives shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production 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 any mixture additives 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 telltale devices ("low level indicator") which will alert the operator when the bin is empty.

Mixer Unit

Clearance between blades and liner shall be adjusted to 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 of sufficient number and size, 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 hour's 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 materials, mixes 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 load ticket 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 PlantsCold 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 HMA drum 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 plant change of location. The flow meter check must be performed prior to receiving approval to produce 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 HMA drum 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 hour's notice that the drum mixer is ready for inspection.

Recordation An approved automatic ticket printer system shall be used with all approved HMA drum plants. 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 weigh slip or ticket, 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 When the HMA is to be weighed on scales 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%, than 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.

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

401.09 Pavers The Contractor shall use pavers meeting the requirements of this section unless otherwise authorized by the Department. Pavers shall be self-contained, self-propelled units with an activated heated screed capable of placing courses of Hot Mix Asphalt Pavement in full lane widths specified in the contract on the main line, shoulder, or similar construction.

Pavers shall be of sufficient class and size to place Hot Mix Asphalt Pavement over the full width of the mainline travel way with a 10 ft minimum main screed with activated extensions. The Contractor shall place Hot Mix Asphalt Pavement on the main line with a paver using an automatic grade and slope controlled screed, unless otherwise authorized by the Department. The controls shall 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 Expressway projects.

The Contractor shall operate the paver 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 paver shall have 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. The screed assembly shall produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture. 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.

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 surface. The use of rollers, which result in crushing of the aggregate or in displacement of the HMA will not be permitted. Any Hot Mix Asphalt Pavement that becomes loose, broken, contaminated, shows an excess or deficiency of Performance Graded Asphalt Binder, or is in any other way

defective shall be removed and replaced at no additional cost with fresh Hot Mix Asphalt Pavement, 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 on MaineDOT projects. The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided specification densities are 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 when checking or cracking of the mat occurs, or 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 4, unless otherwise noted by the Department in Section 403 - Hot Mix Asphalt Pavement.

TABLE 4: 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 will be required to 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 RPM application 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.

- 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.
- The top course shall not be placed until the bottom course has cooled sufficiently to provide stability.
- The Contractor will not be required to cut sample cores from the compacted pavement on the bridge deck, unless otherwise directed by Special Provision.

- d. 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.
- e. 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 minimum production and placement temperature for the Hot Mix Asphalt placed over membrane shall conform to the manufacturer's recommendations.

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.

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.

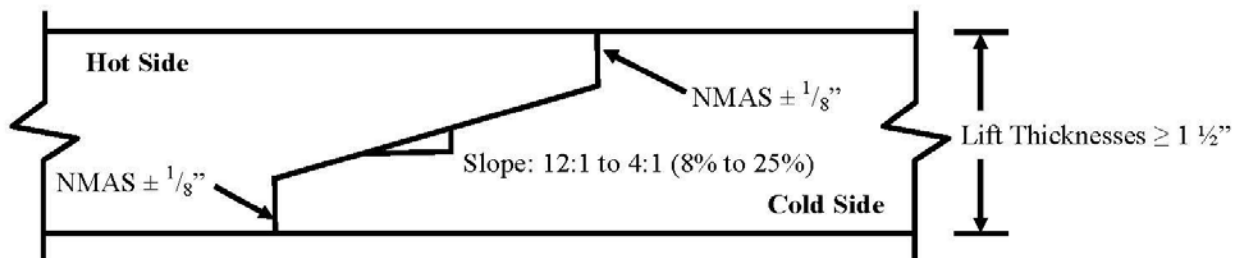


FIGURE 1: Notched Wedge Joint

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. Prepave meetings shall not be required on projects designated as Acceptance Method D unless otherwise noted in Section 403 - Hot Mix Asphalt Pavement.

401.19 Contractor Quality Control 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 - Method A, B & C 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 including, but not limited to, the following:

- a. JMF(s)
- b. Hot mix asphalt plant details
- c. Stockpile Management (to include provisions for how the requirements of 401.071b will be met)
- d. Make and type of paver(s)
- e. Make and type of rollers including weight, weight per inch of steel wheels, and average contact pressure for pneumatic tired rollers
- f. Name of QCP Administrator, and certification number
- g. Name of Process Control Technician(s) and certification number(s)
- h. Name of Quality Control Technicians(s) and certification number(s)
- i. Mixing & transportation including process for ensuring that truck bodies are clean and free of debris or contamination that could adversely affect the finished pavement
- j. Testing Plan
- k. Laydown operations including longitudinal joint construction, procedures for avoiding paving in inclement weather, type of release agent to be used on trucks tools and rollers, compaction of shoulders, tacking of all joints, methods to ensure that segregation is minimized, procedures to determine the maximum rolling and paving speeds based on best engineering practices as well as past experience in achieving the best possible smoothness of the pavement.
- l. Examples of Quality Control forms including a daily plant report, daily paving report, and delivery slip template for any plant to be utilized.
- m. Silo management and details

- n. Provisions for varying mix temperature due to extraordinary conditions or production limitations. If a warm-mix technology is utilized, a proposed target production temperature range (not to exceed 50°F) will be provided for each mix design.
- o. Name and responsibilities of the Responsible onsite Paving Supervisor.
- p. Method for calibration/verification of Density Gauge
- q. A note that all testing will be done in accordance with AASHTO and the MaineDOT Policies and Procedures for HMA Sampling and Testing.
- r. A detailed description of RAP processing, stockpiling and introduction into the plant as well as a note detailing conditions under which the percent of RAP will vary from that specified on the JMF.
- s. A detailed procedure outlining when production will be halted due to QC or Acceptance testing results.
- t. A plan to address the change in PGAB source or supplier and the potential co-mingling of differing PGAB's.
- u. A procedure to take immediate possession of acceptance samples once released by MaineDOT and deliver said samples to the designated acceptance laboratory.
- v. Provisions for how the QCP will be communicated to the Contractor's field personnel

The QCP shall include the following technicians together with following minimum requirements:

- a. QCP Administrator - A qualified individual shall administer the QCP. The QCP Administrator must be a full-time employee of or a consultant engaged by the Contractor or paving subcontractor. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful operation of the QCP. The QCP Administrator (or its designee in the QCP Administrator's absence) shall be available to communicate with the Department at all times. The QCP Administrator shall be certified as a Quality Assurance Technologist certified by the New England Transportation Technician Certification Program (NETTCP).
- 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 Contractor shall have a testing lab at the plant site, equipped with all testing equipment necessary to complete the tests in Table 5. The Contractor shall locate an approved Gyratory Compactor at the plant testing lab. 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 following minimum frequencies per each approved mix design:

TABLE 5: 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 T355 or AASHTO T343
%TMD (In-Place Density - Base)	1 per 250 ton	AASHTO T355 or AASHTO T343
Fines / Effective Binder	1 per 500 ton	AASHTO T 312*
Gradation	1 per 500 ton	AASHTO T30
PGAB Content	1 per 500 ton	AASHTO T164 or AASHTO T308
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 T209
Coarse Aggregate Angularity	1 per 5,000 ton	ASTM D5821
Flat and Elongated Particles	1 Per 5,000 ton	ASTM D4791
Fine Aggregate Angularity	1 Per 5,000 ton	AASHTO T304

*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 6 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 6: 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 HMA QC test reports, inspection reports and updated control charts to the Resident and QC.mainedot@maine.gov by email. The HMA QC test reports, inspection 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 during inspections of the HMA production facility. Test results of splits that do not meet the Dispute Resolution Variance Limits in Table 14 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 401.24 - Process for Dispute Resolution (Methods A, B and C only)].

The Contractor shall make density test results, including randomly sampled densities, available to the Department onsite. Summaries of each day's results, including a daily paving report, shall be recorded and signed by the QCT and 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 6: 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 6 control chart control limits.

On a daily basis, 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 Table 3: Aggregate Consensus Properties Criteria in Section 703.07 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 work day. 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 - Method D 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 Method D. All mix designs (JMF) shall be approved and verified by MaineDOT prior to use. Certified QC personnel shall not be required unless otherwise noted in

Section 403 - Hot Mix Asphalt Pavement. The Contractor shall certify the mix and the test results for each item by a Certificate of Compliance.

401.20 Acceptance Method A, B & C These methods utilizes 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 following Acceptance Properties:

TABLE 7: ACCEPTANCE PROPERTIES

Properties	Point of Sampling	Test Method
Gradation	Paver Hopper	AASHTO T30
PGAB Content	Paver Hopper	AASHTO T308
% TMD (In-Place Density)	Mat behind all Rollers	AASHTO T269
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, where there is a minimum of four sublots, results shall be examined for statistical outliers, as stated in Section 106.7.2 - Statistical Outliers.

TABLE 8: ACCEPTANCE METHODS

Property	USL and LSL		
	Method A	Method B	Method C
Lot Size*	Entire production per item per contract up to 6000 ton	Entire production per item per contract	Entire production per item per contract up to 6000 ton
Maximum Sublot Size – Mix	750 ton	Lot quantity divided by three	750 ton
Maximum Sublot Size – Density	Surface Layers – 250 ton Base / Intermediate Layers – 500 ton	Lot quantity divided by five	Surface Layers – 250 ton Base / Intermediate Layers – 500 ton
Minimum Number of Samples – Mix	Four	Three	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 and C or below 0.86 for Method B, 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.

Pavement Density The Department will measure pavement density using core samples tested according to AASHTO T 166. 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. Upon conclusion of each lot, density results shall be examined for statistical outliers as stated in Section 106.7.2.

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 adjustments 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.

TABLE 9: ACCEPTANCE LIMITS

Property	USL and LSL		
	Method A	Method B	Method C
Percent Passing 4.75 mm and larger sieves	Target +/-7%		
Percent Passing 2.36 mm to 1.18 mm sieves	Target +/-4%	Target +/-5%	Target +/-5%
Percent Passing 0.60 mm sieve	Target +/-3%	Target +/-4%	Target +/-4%
Percent Passing 0.30 mm to 0.075 mm sieve	Target +/-2%	Target +/-3%	Target +/-2%
PGAB Content	Target +/-0.4%	Target +/-0.5%	Target +/-0.4%
Voids at N _{design}	4.0% +/-1.5%	4.0% +/-2.0%	N/A
Fines to Effective Binder	0.9 +/-0.3	0.9 +/-0.3	N/A
VMA at N _{design}	LSL from Table 1	LSL from Table 1	N/A
VFB	Table 1 plus a 4% production tolerance for USL	Table 1 plus a 4% production tolerance for USL	N/A
% TMD (In-place Density)	95.0% +/- 2.5%		

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

TABLE 10: CEASE PRODUCTION CONDITIONS

Property	Percent Within Limits (PWL)	
	Method A / Method B	Method C
Percent Passing NMAS sieve*	<60	<60
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

*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.

The Department will sample, test, and evaluate Hot Mix Asphalt Pavement in accordance with Section 106 - Quality and Section 401.20 - Acceptance, of this Specification. 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 If the pay factor for Density falls below 0.80 for Method A or C or 0.86 for Method B, 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 for Method A or C or below 0.86 for Method B, 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 subplot 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 any single pay factor for PGAB Content, VMA at N_{design} , or Voids at N_{design} falls 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 0.55. If any single pay factor for PGAB Content, VMA at N_{design} , or Voids at N_{design} falls below 0.86 for Method B, then the composite pay factor for PGAB Content, VMA at N_{design} , and Voids at N_{design} shall be 0.70. If the PGAB content falls below 0.80 for Method C, then the PGAB pay factor shall be 0.55.

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 11: Pay Adjustment Calculations as follows:

TABLE 11: PAY ADJUSTMENT CALCULATIONS

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

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 12 below shall apply in addition to the other pay adjustments for the given method of testing.

TABLE 12: 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 D Unless otherwise stated in the 403 special provision, one sample will be taken from the paver hopper or the truck body per 250 ton per pay item. The mix will be tested for gradation and

PGAB content. Disputes will not be allowed. If the mix is within the tolerances listed in Table 13, the Department will pay the contract unit price. Contractor shall cut two 6 in cores, which shall be tested for percent TMD per AASHTO T-269 unless otherwise noted in Section 403 - Hot Mix Asphalt Pavement. If the average for the two tests falls below 92.5% the disincentive shall apply. If the test results for each 250 ton increment are outside these limits, the following deductions shall apply to the HMA quantity represented by the test.

TABLE 13: METHOD D ACCEPTANCE LIMITS AND PAY ADJUSTMENTS

Property	USL and LSL	Pay Adjustment
Percent Passing 4.75 mm and larger sieves	Target +/-7%	N/A
Percent Passing 2.36 mm sieve	Target +/-7%	-2.0%
Percent Passing 1.18 mm sieve	Target +/-5%	N/A
Percent Passing 0.60 mm sieve	Target +/-4%	N/A
Percent Passing 0.30 mm sieve	Target +/-3%	-1.0%
Percent Passing 0.075 mm sieve	Target +/-3%	-2.0%
PGAB Content	Target +/-0.5%	-5.0%
% TMD (In-place Density)	LSL of 92.5%	-10.0%

If test results do not meet the Table 13 requirements, deducts as shown shall be applied to the quantity of mix represented by the test.

401.22 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.

401.23 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 & C or 401.21 Acceptance Method D.

401.24 Process for Dispute Resolution (Methods A, B, & C only) 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 and 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 14.

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 14 for the specific test result(s) or property(ies) were exceeded.

TABLE 14: DISPUTE RESOLUTION VARIANCE LIMITS

Property	Disputable on Method A/B	Disputable on Method C	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 NMAS mixes	Yes	+/- 0.8%

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	50 in/mile
II	60 in/mile
III	70 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
403.2102	Asphalt Rich Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Asphalt Rich Intermediate course)	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

Desc. Of Course	Grad Design.	Item Number	Total Thick	No. Of Layers	Comp. Notes
<u>4" HMA Overlay Areas - Full Construction Areas</u>					
<u>Main Street Shoulder (As Indicated in Planset & Typical)</u>					
Wearing	12.5 mm	403.208	1 ½"	1	1,4,10,21,22,23,24
Base	12.5 mm	403.213	2 ½"	1/more	1,4,10,22,23,24
<u>4" HMA Overlay Areas - Full Construction Areas</u>					
<u>Metcalf Road Travelway & Shoulders (As Indicated in Typical)</u>					
Wearing	12.5 mm	403.208	1 ½"	1	1,4,10,21,22,23
Base	12.5 mm	403.213	2 ½"	1	1,4,10,21,22,23
<u>4" HMA Overlay Areas - Curb Installation Areas (As Indicated in Typical)</u>					
Wearing	12.5 mm	403.208	1 ½"	1	1,2,4,10,16,21
Base	12.5 mm	403.213	2 ½"	1	1,2,4,10,16,21
<u>Drives, Islands, Sidewalks, Misc.</u>					
<u>(As Indicated on Typical or Directed by Resident)</u>					
Wearing	9.5 mm	403.209	2" - 3"	1/more	2,4,11,14,16,33

COMPLEMENTARY NOTES

1. The required PGAB for this mixture will meet a **PG 64-28** grading. All asphalt grades utilized on the travelway and shoulders shall be treated with an approved liquid anti-strip. PG binders shall be treated with a minimum 0.50 percent anti-strip by weight of asphalt binder used unless otherwise recommended by the anti-strip manufacturer. The PGAB and anti-strip blend shall meet the **PG 64-28** requirements. The Contractor shall provide supporting test data showing the PGAB and anti-strip blend meet the required criteria.
2. The incentive/disincentive provisions for density shall not apply. Rollers shall meet the requirements of this special provision. The use of an oscillating steel roller shall be required to compact all mixtures pavements placed on bridge decks.
4. The design traffic level for mix placed shall be 0 to <3 million ESALS. 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. **One sample** and **two cores** (when applicable) will be taken per **250 ton**, per **pay item**, per **day** and shall be tested in accordance with section 401.204 Method D. The Contractor shall submit a QCP to the Department no less than 21 days prior to beginning paving operations and shall not begin paving operations until the Department approves the QCP in writing. The QCP shall address any items that affect the quality of the Hot Mix Asphalt Pavement including, but not limited to, the following:
 - a. All Method D Requirements as specified in Section 401 of the Standard Specifications.
 - b. Sections a, d – k, n, o-q, and u – v of the QCP Requirements as specified in Section 401.18 of the Standard Specification.
 - c. Anticipated Compaction Temperature Zones during placement.
11. The combined aggregate gradation required for this item shall be classified as a 9.5mm **"fine graded"** mixture, (using the Primary Control Sieve control point) as defined in 703.09.

14. The combined aggregate gradation required for this item shall be classified as a 9.5mm Thin Lift Mixture (TLM) mixture, using the Aggregate Gradation Control Points as defined in 703.09.
16. Compaction of the new Hot Mix Asphalt Pavement will be obtained using a minimal roller train consisting of a **3-5 ton** vibratory roller. Areas less than 2 feet wide shall be compacted with a minimum of a **150 pound** plate compactor. An approved release agent is required to ensure the mixture does not adhere to hand tools, rollers, pavers, and truck bodies. The use of petroleum based fuel oils, or asphalt stripping solvents will not be permitted.
21. The Contractor shall be responsible to plan its saw cutting, milling, and construction sequencing so that no longitudinal joints fall within the **proposed** traveled lanes. Payment for additional milling or saw cutting required shall not be considered directly, but instead shall be considered incidental to the paving items.
22. The Contractor shall supply a QCP Administrator, Process Control Technician (PCT), and a Quality Control Technician (QCT) with the requirements as specified in Section 401.18 of the Standard Specifications. 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, project lots and traffic control. 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.
23. All roadway HMA mixtures within the traveled lanes shall be placed with a paver. Pavers shall be self-contained, self-propelled units with an activated and heated screed with a minimum tractor weight of 28,000 pounds, equipped with a minimum main screed width of eight feet.
24. The entire roadway shall be considered mainline travelway for density testing purposes according to the specified testing method.
33. Section 106.6 Acceptance, (2) Method D.

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.

Winthrop
WIN 22222.00
April 9, 2020

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

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
A	608.26	Curb Ramp Detectable Warning Field	-	C
A	609.161	Concrete Slipform Curb - Vertical	-	C
A	609.214	Concrete Slipform Curb – 4’ Terminal End	-	C

SPECIAL PROVISION
SECTION 609 – CURB
STRUCTURAL CONCRETE
(Slipform Concrete Curb)

609.01-Description This work shall consist of furnishing and placing Slipform Concrete Curb in close conformity with the plans, or as authorized by the Resident.

609.02 Materials Except as provided below, the materials used shall meet the requirements specified in Section 700 – Materials:

Portland Cement and Portland Pozzolan Cement	701.01
Water	701.02
Fine Aggregate for Concrete	703.01
Coarse Aggregate for Concrete	703.02
Air Entraining Admixtures	703.03

The aggregate shall conform to the requirements of Subsections 703.01 and 703.02.

A mix design for the Portland Cement Concrete shall be submitted to the Resident meeting the requirements of Class A or Class LP with the exception that permeability requirements shall be waived.

Entrained air content of Slipform curbing shall be 4.0% to 7.0%.

Partially discharged loads may be retempered with water provided the maximum water to cement ratio is not exceeded.

Maximum concrete temperature at placement shall be 90 F.

Proposed mix designs may contain polypropylene fibers.

609.03-General

a. Preparation of Base Before placing the curb, the foundation course shall be thoroughly cleaned of all foreign and objectionable material. The Contractor shall not place Slipform Concrete Curb on a wet or frozen base. Base pavement for placing epoxy resin binder and slipform curbing may be in an SSD condition but no standing water shall be allowed. String or chalk lines shall be positioned on the prepared base to provide guide lines. For HMA or PCC base the foundation shall be uniformly painted with an epoxy resin adhesive that meets AASHTO M 235, Type I, II, III, IV, or V. Proposed Epoxy Resin Adhesive from the Departments QPL shall be submitted with the concrete mix design for approval prior to placement and used in accordance with manufacturers recommendations.

b. Placing Concrete shall be placed with an approved Slipform machine that will produce a finished product according to the design specified in the plans. For cold weather Slipforming, the outside temperature must be at least 36°F (2.2°C) and rising. The curb shall be placed on a firm, uniform bearing surface, shall conform to the section profile specified in the plans, and shall match the appropriate grade. Expansion joints will be provided at ends of curve radii, or wherever the curb meets rigid structures such as building foundations or fire hydrants. Contraction joints will be placed at 10 foot (3 m) intervals using sawing methods, which shall cut 1-3" into the concrete. Joints shall be constructed perpendicular to the subgrade and match other joints in roadways, sidewalks or other structures when applicable.

c. Curing and Sealing Proper curing shall be insured through the use of either a combination curing/sealing compound spray that meets ASTM 1315 Type 1-Class A, or a curing compound spray that meets ASTM 309 type 1-D – Class A. Curing may also be accomplished by the methods specified in Section 502.15 of the Specifications.

If a combination curing/sealing compound spray is not used, a separate sealing compound from the MaineDOT Qualified Products List for a Type 2 sealer shall be applied after the concrete has cured.

d. Protection Slipform curb must be adequately protected after placement. The concrete shall be allowed to cure for at least 72 hours. During cold weather conditions, when temperatures drop below the required temperature of 36°F (2.2°C) after placement, curbing shall be protected by concrete blankets or a combination of plastic sheeting and straw. After any placement of Slipform curb, regardless of weather conditions, the placed curb shall be adequately protected by traffic control devices as necessary.

e. Marking When required, the curb shall be painted and coated with glass beads in accordance with Section 627 - Pavement Marking. Curb designated to be painted shall not be sealed unless a combination curing/sealing compound is used.

f. Acceptance Curb shall be accepted or rejected based on finish, alignment, entrained air content, and compressive strength. Acceptance testing for air content and compressive strength will be under 502 Method C. All damaged curb shall be removed and replaced at the Contractor's expense.

609.04-Method of Measurement Concrete Slipform curb will be measured by the linear foot along the front face of the curb at the elevation of the finished pavement, complete in place and accepted.

609.05 Basis of Payment The accepted quantities of curb will be paid for at the contract unit price per linear foot as specified.

There will be no separate payment for concrete, sealing, incidental materials, or labor needed to install the curb, but these will be considered included in the work of the related curb.

Removal of existing curb and necessary excavation for installing curb will not be paid for directly, but shall be considered to be included in the curb pay item. Base and Subbase material will be paid for under Section 304 - Aggregate Base and Subbase Course. Backing up machine laid curb is incidental to the curb items. Loam, as directed, will be paid under 615 – Loam.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
609.161 Concrete slipform curb - Vertical	Linear Foot
609.214 Concrete slipform curb – 4' terminal end	Each

Highway Lighting Quality Control Checklist

Subsection 634.09 Field Testing

Project Pin # _____

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

Grounding Electrode Resistance at service _____

Number of Circuits _____

Hand-Off-Auto Switch? _____

Circuit #1

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

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

Current draw- (during normal operation)

Leg #1

Leg #2

Operating Voltage at last pole _____

Circuit #2

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

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

Current draw- (during normal operation)

Leg #1

Leg #2

Operating Voltage at last pole _____

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

Electrician's Signature _____

Electrician's License # _____

Highway Lighting Quality Control Checklist

Subsection 634.09 Field Testing

Project Pin # _____

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

Grounding Electrode Resistance at service _____

Number of Circuits _____

Hand-Off-Auto Switch? _____

Circuit #3

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

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

Current draw- (during normal operation)

Leg #1

Leg #2

Operating Voltage at last pole _____

Circuit #4

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

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

Current draw- (during normal operation)

Leg #1

Leg #2

Operating Voltage at last pole _____

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

Electrician's Signature _____

Electrician's License # _____

Traffic Signal Quality Control Checklist

Subsection 643.14 Field Testing

Project Pin # _____

Grounding Electrode Resistance at service _____

ID tags on loop amps / detector cards? _____

Location _____

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

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

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

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

Electrician's Signature _____

Electrician's License # _____

**SPECIAL PROVISION
SECTION 643
TRAFFIC SIGNALS
(Rectangular Rapid Flashing Beacon)**

This section is amended by addition of the following:

Description The Contractor shall furnish and install rectangular rapid flashing beacons including signage assemblies at pedestrian crossings where shown on the plans. Their installation shall be as described in this special provision.

Materials

Each rectangular rapid flashing beacon (RRFB) assembly shall consist of two rectangular-shaped yellow indications, each with an LED-array based light source. Each RRFB indication shall be a minimum of approximately 5 inches wide by approximately 2 inches high.

Each RRFB signage assembly shall be mounted on a 20 foot long 6 inch x 6 inch pressure treated wood pole.

Signs for RRFB signage assemblies shall be sheet aluminum and meet requirements of Section 645 for Type II regulatory, warning and route marker assembly signage. The signage assemblies shall include W11-2 pedestrian crossing signs, W16-7p diagonal arrow plaques, and R10-25 pedestrian pushbutton signs.

Pedestrian pushbutton assemblies for activating RRFB indications shall be installed on each RRFB support pole for each crossing approach (if more than one direction), mounted at 42 inches above sidewalk grade and within 10 inches of the edge of sidewalk. Pushbuttons shall meet Americans with Disabilities Act vibrotactile technical requirements for accessible pedestrian signals (APS). The pushbutton assembly shall include a raised directional arrow indicating the direction of crossing. Audible locator and percussive crossing tones and a speech message are required. Speech message shall be "Lake Street. Yellow lights are flashing for Lake Street.", or, "Main Street. Yellow lights are flashing for Main Street", as applicable. Speech message shall be repeated at least twice for each pushbutton activation.

Construction and Operation The two RRFB indications in an assembly shall be aligned horizontally, with the longer dimension horizontal and with a minimum space between the two indications of approximately seven inches (7"), measured from inside edge of one indication to inside edge of the other indication.

The outside edges of the RRFB indications, including any housing, shall not project beyond the outside edges of the W11-2 sign in the beacon signage assembly.

As a specific exception to 2009 MUTCD Section 4L.01 guidance, the RRFB indications shall be located between the bottom of the W11-2 crossing warning sign and the top of the supplemental W16-7p downward diagonal arrow plaque, rather than 12 inches above or below the sign assembly.

When activated, the two yellow indications in each RRFB shall flash in a rapidly alternating "wig-wag" flashing sequence (left light on, then right light on). The flash rate of each individual yellow indication, as applied over the full on-off sequence of a flashing period of the indication, shall not be between 5 and 30 flashes per second, to avoid frequencies that might cause seizures.

The light intensity of the yellow indications shall meet the minimum specifications of Society of Automotive Engineers (SAE) standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated March 2014.

The RRFBs, normally dark, shall initiate operation only upon pedestrian pushbutton actuation, and shall cease operation at a predetermined time after the pedestrian actuation. The duration of operation of the RRFBs following each actuation shall be as noted on the plans. All RRFBs associated with a given crosswalk shall, when activated, simultaneously commence operation of their alternating rapid flashing indications and shall cease operation simultaneously. Communication between the devices may be either by spread spectrum wireless or hardwired.

MUTCD R10-25 pedestrian instruction signage with the legend "PUSH BUTTON TO TURN ON WARNING LIGHTS" shall be mounted adjacent to or integral with each pedestrian pushbutton.

Method of Measurement

All rectangular rapid flashing beacon and sign assemblies associated with a single crosswalk shall constitute a single installation. When a third, intermediate, beacon and sign assembly is provided on a splitter or refuge island between traffic lanes but operates concurrently with other flashing beacons at each end of the same crosswalk without independent activation, the assembly shall be considered part of the total installation for that crosswalk and no additional payment will be made. Rectangular Rapid Flashing Beacon will be measured for payment by each installation complete in place.

Basis of Payment

Rectangular Rapid Flashing Beacon will be paid for at the contract unit price for each complete crosswalk installation, which payment will be full compensation for furnishing and installing all materials including, but not limited to, the RRFB LED arrays, flasher, timer, lockable controller cabinet, wood poles, APS pedestrian push button assemblies, crosswalk signage, solar engine assembly, radio communication devices and all appurtenances and incidentals required for a complete and functioning installation. Wiring and necessary incidental electrical work and materials will be included in the payment for Item 643.62.

Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
643.62	Rectangular Rapid Flashing Beacon	Each

SPECIAL PROVISION
SECTION 645
HIGHWAY SIGNING
(Flashing Warning Sign)

Description

This work shall consist of furnishing and installing a new flashing warning sign (LED), static message supplemental warning sign plaque, sign support, solar panel, control circuit, battery, radio communications, and all appurtenances and incidentals required in accordance with this special provision.

Conformity with Standards Unless otherwise provided in this special provision, all materials shall conform to the following standards, as applicable.

- A. MaineDOT Standard Specifications
- B. AASHTO
- C. Manual on Uniform Traffic Control Devices (MUTCD)
- D. American with Disabilities Act (ADA)

Material Quality Materials and manufactured products shall be new unless otherwise specified, free from defect, and in conformity with the contract. If there is no applicable standard set forth in this contract for a particular component, then the component shall be in accordance with industry standards prevailing at the time of bid.

When material is fabricated or treated with another material or where any combination of materials is assembled to form a finished product, any or all of which are covered by specifications, the Department may reject the finished product if any of the components do not comply with the specifications. The Department may reject materials not conforming to the Specifications at any time.

Material Specifications The W11-2 flashing warning sign (LED) shall be 30 inches by 30 inches with the MUTCD standard walking man symbol.

The flashing warning sign assembly shall be a solar-powered Tapco BlinkerSign® LED-enhanced sign assembly, or approved equal. The high-intensity LEDs shall be visible in all weather and ambient light conditions to increase the conspicuity of the sign. The control circuitry shall monitor ambient light levels throughout the day and night and automatically regulate the brightness of the LED array to provide optimum visibility. The LED-enhanced sign shall be fully compliant with the Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD).

The sign assembly shall include the following items:

1. Sign
 - a. All signs shall conform to 2009 MUTCD section 2A.07 requirements for retroreflectivity and illumination.
 - b. The flashing sign face shall be a W11-2 crosswalk warning sign, 30 inches wide by 30 inches tall, with eight LEDs spaced uniformly around the sign perimeter.

- c. The static sign plaque in the assembly shall be a 24"x12" W16-9p 'AHEAD' plaque.
- d. The sign blanks shall be .08" gauge aluminum minimum.
- e. Sheeting used shall be high intensity prismatic sheeting and include anti-graffiti overlay protection.
- f. All sign assemblies shall use anti-vandal fasteners to mount components to signs and signs to fixtures.

2. LEDs

- a. Each sign assembly shall include eight high power 1 watt LEDs that provide a maximum light intensity of up to 550,000mcd (millicandelas) with a viewing angle of 15°.
- b. Each LED shall be sealed in a 7/8" diameter, heat dissipating plastic enclosure to provide resistance to weather and vibration.
- c. All LED enclosures shall be mounted in a 1" hole and ultrasonically welded to the sign assembly to provide maximum strength and rigidity.
- d. All LEDs shall be wired in strings to activate simultaneously per MUTCD standards and wired in a manner (parallel) that all LEDs continue to flash in the event of failure of an individual LED.
- e. All wire used shall conform to military specifications, MIL-W-16878D, Type D, vinyl nylon jacket.
- f. Wiring shall be encapsulated inside a 1" x 3/8" aluminum extrusion secured to the sign assembly, to provide weather resistance and protection.
- g. All LED connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and be protected from temporary immersion in water up to 1 meter deep for 30 minutes. Connectors shall be Deutsch DTM series.
- h. LEDs shall be visible from 2 miles line of sight at night and just under 1 mile during daylight hours.

3. Solar Panel

- a. All solar panels shall be up to 13.5" x 15" in size and provide up to 13.5 watts peak total output sized for all climate and geographical locations.
- b. All panels shall be mounted to an aluminum plate and bracket at an angle of 45°- 60° to provide maximum output. Bracket shall be secured to a 2-3/8" aluminum tube. Panel must face south.
- c. All fasteners used shall be anti-vandal.
- d. Wire used shall conform to military specifications, MIL-W-16878D, Type D, vinyl nylon jacket.
- e. The solar panel assembly shall be mounted directly to the back of the sign assembly and be fully self-contained on a 2-3/8" O.D. round aluminum housing.

f. All solar panel connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 1 meter deep for 30 minutes. Connectors shall be Deutsch DTM series.

4. Control Circuit

- a. The control circuit shall have the capability of independently flashing dual outputs. The flashing output current and duty cycle shall be programmable.
- b. The flashing output shall be 50 to 60 flashes per minute with 100msec duration on time. The outputs shall reach the output current as programmed for the duration of the 100msec pulse.
- c. The output current shall be individually programmable for day and night time operation. The day and night time mode will automatically be determined by solar panel charge input and adjust to match ambient lighting conditions.
- d. The controller shall provide 6 levels of brightness control determined by ambient conditions.
- e. The controller will manage the battery charge and LED brightness levels in order to accommodate 17 days of continuous use without any charge.
- f. The control circuit shall be potted in a cylindrical epoxy resin housing to be waterproof and housed in a 2-3/8" aluminum tube.
- g. The control circuit shall operate between the temperatures of -40° to +176°F (-40° to +80°C).
- h. All circuit connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and be protected from temporary immersion in water up to 1 meter deep for 30 minutes. Connectors shall be Deutsch DTM series.

5. Battery

- a. Batteries shall be sealed gel cell type with nominal rated capacity of 100 amp-hours or greater. Batteries shall operate between the temperatures of -40° to +176°F (-40° to +80°C).
- b. Battery enclosure shall be attached to the sign support pole with anti-vandal fasteners. Enclosure shall be lockable. It shall conform to Ingress Protection, IP-67 rating, dust proof, and be protected from temporary immersion in water up to 1 meter deep for 30 minutes.

6. Communications

- a. The flashing W11-2 warning sign shall be radio interconnected to the Rectangular Rapid Flashing Beacon (RRFB) assemblies at the adjacent crosswalk and shall flash simultaneously with the crosswalk RRFBs when activated by the pedestrian pushbutton at the crosswalk. The radio signal receiver antenna must have a clear line of sight to the radio transmitter at the crosswalk.

7. Support Pole

a. Signs shall be mounted with a height of 7 feet between sidewalk grade and the bottom of the static W16-9p sign. The flashing W11-2 warning sign shall be amountd above the W16-9p sign with 12 inches separation between signs. The sign support shall be a 6"x6" pressure treated wood pole. Pole shall be embedded to a minimum depth of 48 inches.

Warranty

The Tapco BlinkerSign® LED-enhanced sign assembly, or approved equal, shall have a 3-year unconditional warranty against all defects in material and workmanship.

Method of Measurement

Flashing Warning Sign will be measured for payment by the unit Each furnished and installed.

Basis of Payment

Flashing Warning Sign will be paid for by the unit Each, which payment shall be full compensation for furnishing and installing all materials including, but not limited to, the dynamic warning sign, static warning plaque, LEDs, solar power components and assembly, control circuit, battery, radio communications, control box, wood support pole and all appurtenances and incidentals required for a complete and functioning sign package.

Payment will be made under:

<i>Pay Item</i>	<i>Description</i>	<i>Pay Unit</i>
645.511	Flashing Warning Sign	Each

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

Approaches. Approach signing shall include the following as a minimum. Field conditions may warrant the use of additional signs as determined by the Department.

Road Work Ahead
End Road Work

Work Areas. At the work sites, signs and channeling devices shall be used as directed by the Resident. Signs may include:

One Lane Road
One Lane Road Ahead
Do Not Pass*
Work Zone
Road Work xxxx¹
Shoulder Work
End Work Zone
Flagger Sign

* White with black legend and border

¹ "Road Work Ahead" to be used in mobile operations and "Road Work xx ft" to be used in stationary operations as directed by the Resident.

Other typical signs include:

Be Prepared to Stop
Low Shoulder
Bump
Pavement Ends

The preceding lists of Approach signs and Work Area signs are representative of the contract requirements. Other sign legends may be required.

General Requirements

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

Temporary Centerline or Edge Line. A temporary painted centerline, or at the Contractor's option temporary approved raised pavement markers, shall be marked each day on all new pavement to be used by traffic and through the length of the taper in overnight lane closures. Temporary painted lines shall be used only where pavement is not to be overlaid. Temporary plastic lines or raised pavement markers shall be used on pavement that is to be overlaid. The temporary lines shall conform to the standard marking patterns used for permanent markings and will be paid for under Section 627. Failure to apply a temporary line daily will result in suspension of paving until temporary markings are applied to all previously placed pavement.

SPECIAL PROVISION 700 - MATERIALS

SECTION 703 - AGGREGATES

The Standard Specification 700 – Materials, has been modified with the following revisions. All sections not revised by this Supplemental Specification shall be as outlined in Section 700 of the Standard Specifications.

703.07 Aggregates for HMA Pavements Coarse and fine aggregate for hot mix asphalt pavements shall be of such gradation that when combined in the proper proportions, including filler, if required, the resultant blend will meet the composition of mixture for the type of pavement specified.

Coarse aggregate, that material retained on the No. 4 sieve, shall be crushed stone or crushed gravel and, unless otherwise stipulated, shall consist of clean, tough, durable fragments free from an excess of soft or disintegrated pieces and free from stone coated with dirt or other objectionable matter. Coarse aggregate shall not exceed an absorption of 2.0 percent by weight as determined by AASHTO T 85.

Fine aggregate, material that passes the No. 4 sieve, shall consist of natural sand, manufactured sand, or a combination of these. It shall consist of hard, tough grains, free from injurious amounts of clay, loam, or other deleterious substances. Fine aggregate shall not exceed an absorption of 2.3 percent by weight as determined by AASHTO T 84.

All individual aggregates for hot mix asphalt pavements shall meet Table 3 requirements (excluding LCP) unless otherwise noted. The Department reserves the right to sample and test the composite aggregate for any of the following properties at any time:

TABLE 3: Aggregate Consensus Properties Criteria

Estimated Traffic, Million 18 kip ESALs	AASHTO T 335 Coarse Aggregate Angularity (minimum)	AASHTO T 304 Method A Uncompacted Void Content of Fine Aggregate (minimum)**	ASTM D 4791 (8.4) Flat and Elongated Particles (maximum)	AASHTO T 176 Clay Content/ Sand Equivalent (minimum)	AASHTO T 327 Coarse Micro-Deval (maximum)
< 3.0	75/60	40	10	45	18.0%*
3.0 to < 10	90/80	45		50	
≥ 10	95/90				18.0%

* In the event the material exceeds the Micro-Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the ½ inch sieve and is retained on the No. 10 sieve.

** Property will be evaluated on a mix design basis by calculating a weighted average based upon individual aggregate values (weighted average by the percentage proportion of the aggregate within the design).

ASTM D 5821 - “90/80” denotes that 90 percent of the coarse aggregate has one fractured face and 80 percent has two fractured faces.

AASHTO T 304 - Criteria are presented as percent air voids in loosely compacted fine aggregate, (U).

ASTM D 4791 - Criteria are presented as maximum percent by weight of flat and elongated particles (5:1 ratio).

The entire HMA wearing course shall come from the same source of material and the same job mix formula, except when permission is obtained from the Department to change sources.

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

Aggregate Gradation Control Points						
Nominal Maximum Aggregate Size---Control Points (Percent Passing)						
Sieve Designation	Type 25 mm	Type 19 mm	Type 12.5 mm	Type 9.5 mm	Type 9.5 mm Thin Lift Mixture (TLM)	Type 4.75 mm
Percent By Weight Passing - Combined Aggregate						
37.5 mm	100					
25 mm	90-100	100				
19 mm	-90	90-100	100			
12.5 mm	-	-90	90-100	100	100	100
9.5 mm	-	-	-90	90-100	95-100	95-100
4.75 mm	-	-	-	-90	60-95	80-100
2.36 mm	19-45	23-49	28-58	32-67	47-65	40 - 80
1.18 mm	-	-	-	-	-	-
0.60 mm	-	-	-	-	-	-
0.30 mm	-	-	-	-	-	-
0.075 mm	2.0-6.0	2.0-6.0	2.0-6.0	2.0-7.0*	2.0-7.0*	2.0-7.0

* For 9.5 mm nominal maximum aggregate size mixtures, the maximum design aim for the percent passing the 75 μ m sieve is 6.5%.

SUPPLEMENTAL SPECIFICATIONS
(Corrections, Additions, & Revisions to Standard Specifications – March 2020)

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 626

FOUNDATIONS, CONDUIT, AND JUNCTION BOXES FOR HIGHWAY SIGNING, LIGHTING, AND SIGNALS

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..."

SECTION 703

AGGREGATES

Add the following to the beginning of 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 the Department. Sampling will be performed by the Department from stockpiles located at the Contractor's/supplier's ready mixed concrete plants. Aggregate approvals will be performed on a 3-year cycle, unless the source or character of the aggregate in question has changed within 3 years from the last test date.

A list of pre-approved coarse aggregate and aggregate-cement/pozzolan blends is maintained by the Department and will determine the acceptability of concrete mix designs proposed for use.

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.

Acceptable pozzolans and chemical admixtures that may be used when an aggregate is classified as potentially reactive include the following:

- a. Class F Coal Fly Ash meeting the requirements of AASHTO M 295.
- b. Ground Granulated Blast Furnace Slag (Grade 100 or 120) meeting the requirements of AASHTO M 302.
- c. Densified Silica Fume meeting the requirements of AASHTO M 307.
- d. Lithium Hydroxide Monohydrate (LiOH-H₂O).

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.

Aggregates classified as potentially reactive by the requirements of this specification may be used if certified test results from an accredited independent laboratory utilizing the current AASHTO T 303 (ASTM C 1260) Accelerated Detection of Potentially Deleterious Expansion of Mortar Bars Due to Alkali-Silica Reaction, indicating an acceptable alkali-aggregate combination, are submitted 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
¾ 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...” and replace with “The material shall have a minimum degradation 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 T 113T113, Method of Test for Determination of Degradation Value (January 2009 version) shall be performed), except that the test shall be performed on the reported degradation value will be the result of testing a single specimen from that portion of the sample that passes the ½ in sieve and is retained on the No. 10 sieve. If the material has a Washington Degradation value of less than 15, the material shall be rejected.

The material, minus any reclaimed asphalt pavement 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. If AASHTO T 96 is used for acceptance of the material, the material shall be retested at intervals of 25%, 50% and 75% completion of the course.

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
½ inch	45-70	35-75
¼ 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.

APPENDIX A TO DIVISION 100

SECTION 1 - BIDDING PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 - FEDERAL EEO AND CIVIL RIGHTS REQUIREMENTS

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

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

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

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

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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

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

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

Provide immediate written notification to the Department's Civil Rights Office when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Design-Builder's efforts to meet its obligations.

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

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

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

Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractor's and Subcontractors with whom the Contractor does or anticipates doing business.

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

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

Validate all tests and other selection requirements.

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

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

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

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

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

C. Goals for Employment of Women and Minorities Per Executive Order 11246, craft tradesperson goals are 6.9% women and .5% minorities employed. However, goals may be adjusted upward at the mutual agreement of the Contractor and the Department. Calculation of these percentages shall not include On-the-Job Training Program trainees, and shall not include clerical or field clerk position employees.

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

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

§60-4.2 Solicitations

- (d) The following notice shall be included in, and shall be part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice of Requirement for Affirmative Action to Ensure Equal Opportunity (Executive Order 11246)

1. The Offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

<u>Goals for female participation in each trade</u>	6.9%
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Goals for minority participation for each trade

Maine

001 Bangor, ME	0.8%
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Non-SMSA Counties (Aroostook, Hancock, Penobscot, Piscataquis, Waldo, Washington)

002 Portland-Lewiston, ME

SMSA Counties: 4243 Lewiston-Auburn, ME (Androscoggin)	0.5%
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6403 Portland, ME (Cumberland, Sagadahoc)	0.6%
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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" ([expermnt.htm](#)) for the submittal of work plans and evaluations.

The primary purpose of the policy is to have competition in selection of materials and allow for development of new materials and products. The policy further permits materials and products that are judged equal may be bid under generic specifications. If only patented or proprietary products are acceptable, they shall be bid as alternatives with all, or at least a reasonable number of, acceptable materials or products listed; and the Division Administrator may approve a single source if it can be found that its utilization is in the public interest.

Trade names are generally the key to identifying patented or proprietary materials. Trade name examples include 3M, Corten, etc. Generally, products identified by their brand or trade name are not to be specified without an "or equal" phrase, and, if trade names are used, all, or at least a reasonable number of acceptable "equal" materials or products should be listed. The licensing of several suppliers to produce a product does not change the fact that it is a single product and should not be specified to the exclusion of other equally suitable products.

c. State Preference References: 23 U.S.C. 112, 23 CFR 635.409

Materials produced within Maine shall not be favored to the exclusion of comparable materials produced outside of Maine. State preference clauses give particular advantage to the designated source and thus restrict competition. Therefore, State preference provisions shall not be used on any Federal-aid construction projects.

This policy also applies to State preference actions against materials of foreign origin, except as otherwise permitted by Federal law. Thus, States cannot give preference to in-State material sources over foreign material sources. Under the Buy America provisions, the States are

permitted to expand the Buy America restrictions provided that the STA is legally authorized under State law to impose more stringent requirements.

d. State Owned/Furnished/Designated Materials References: 23 U.S.C. 112, 23 CFR 635.407

Current FHWA policy requires that the contractor must furnish all materials to be incorporated in the work, and the contractor shall be permitted to select the sources from which the materials are to be obtained. Exceptions to this requirement may be made when there is a definite finding, by MaineDOT and concurred in by Federal Highway Administration's (FHWA) Division Administrator, that it is in the public interest to require the contractor to use materials furnished by the MaineDOT or from sources designated by MaineDOT. The exception policy can best be understood by separating State-furnished materials into the categories of manufactured materials and local natural materials.

Manufactured Materials When the use of State-furnished manufactured materials is approved based on a public interest finding, such use must be made mandatory. The optional use of State-furnished manufactured materials is in violation of our policy prohibiting public agencies from competing with private firms. Manufactured materials to be furnished by MaineDOT must be acquired through competitive bidding, unless there is a public interest finding for another method, and concurred in by FHWA's Division Administrator.

Local Natural Materials When MaineDOT owns or controls a local natural materials source such as a borrow pit or a stockpile of salvaged pavement material, etc., the materials may be designated for either optional or mandatory use; however, mandatory use will require a public interest finding (PIF) and FHWA's Division Administrator's concurrence.

In order to permit prospective bidders to properly prepare their bids, the location, cost, and any conditions to be met for obtaining materials that are made available to the contractor shall be stated in the bidding documents.

Mandatory Disposal Sites Normally, the disposal site for surplus excavated materials is to be of the contractor's choosing; although, an optional site(s) may be shown in the contract provisions. A mandatory site shall be specified when there is a finding by MaineDOT, with the concurrence of the Division Administrator, that such placement is the most economical or that the environment would be substantially enhanced without excessive cost. Discussion of the mandatory use of a disposal site in the environmental document may serve as the basis for the public interest finding.

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

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

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

C. Standard FHWA Contract Provisions - FHWA 1273

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

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

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

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

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 [insert State], 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 2/13/19

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: 22222.00

Date Submitted: 2/5/2020

Town: Winthrop

CPD Team Leader: Danielle Tetreau

ENV Field Contact: Valerie Derosier

NEPA Complete: Programmatic Categorical Exclusion (CE) 23 CFR 771.117.c.3 issued on 5/17/2019

☒ **Section 106**
Review Complete: SHPO Concurrence - No effect 2/5/2018
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 – No effect
Atlantic salmon CH – No effect

☐ **Essential Fish Habitat**
No Effect - no in-water work proposed
Species of Concern: Atlantic salmon

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

☐ **Maine Land Use Regulation Commission**
Not Applicable

☐ **Maine Department of Environmental Protection**
Not Applicable – no work in jurisdictional resources proposed

☐ **Army Corps of Engineers: Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.**
Not Applicable - no in work in jurisdictional resources proposed

☐ **Stormwater Review**
Not Applicable

☒ Special Provisions Required		
General Note for Hazardous Waste	N/A ☐	Applicable ☒
Standard Specification 656-Erosion Control Plan	N/A ☐	Applicable ☒
Special Provision 105-Timing of Work Restriction	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 ☐

*All permits and approvals based on plans/scope as of: 5/2/2019

WINTHROP
SIDEWALK CONSTRUCTION
WIN 22222.00

GENERAL NOTE

The Maine Department of Environmental Protection (MDEP) has reported spills and releases involving petroleum products adjacent to the project. Based on the scope of work presented, available data suggests that this contamination may only be adjacent to the immediate areas of any excavation proposed by the Maine Department of Transportation (MaineDOT). However, in light of MDEP's findings, the contractor shall employ appropriate health and safety measures to protect its workers against hazards associated with working near petroleum-impacted soils. Furthermore, the Contractor shall remain alert for any additionally evidence of contamination. If the Contractor encounters evidence of soil or groundwater contamination, the Contractor shall secure the excavation, stop work in the contaminated area, and immediately notify the Resident. The Resident shall contact the Senior Geologist in MaineDOT's Environmental Office at 207-624-3100 and the Maine Department of Environmental Protection at 800-482-0777. Work may only continue with authorization from the Resident.